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No. 13]

NEW DELHI, SATURDAY, MARCH 26, 1983/CHAITRA 5, 1905

इस भाग में विभिन्न पृष्ठ संख्या दी जाती है जिससे कि यह अलग संकलन के रूप में रखा जा सके
Separate paging is given to this Part in order that it may be filed as a separate compilation

भाग II—खण्ड 3—उप-खण्ड (ii)

PART II—Section 3—Sub-section (ii)

(रक्षा मंत्रालय को छोड़ कर) भारत सरकार के मंत्रालयों द्वारा जारी किए गए सांविधिक आदेश और अधिसूचनाएं
Statutory Orders and Notifications issued by the Ministries of the Government of India
(other than the Ministry of Defence)

वित्त मंत्रालय

(राजस्व विभाग)

आदेश

नई दिल्ली, 5 मार्च, 1983

स्टाम्प

का. आ. 1653.—भारतीय स्टाम्प अधिनियम, 1899 (1899 का 2) की धारा 9 की उप-धारा (1) के खण्ड (क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, भारत सरकार एतद्वारा उस शुल्क को माफ करती है जो कर्नाटक पावर कारपोरेशन लि. द्वारा ग्रामीण ऋण पत्रों के रूप में जारी किए जाने वाले एक करोड़ पचास लाख रुपये मूल्य के बन्ध-पत्रों पर उक्त अधिनियम के अन्तर्गत प्रभार्य है।

[सं. 6/83-स्टाम्प/फा. सं. 33/7/83-बि.कर(1)]

MINISTRY OF FINANCE

(Department of Revenue)

ORDERS

New Delhi, the 5th March, 1983

STAMPS

S.O. 1653.—In exercise of the powers conferred by clause (a) of sub-section (1) of section 9 of the Indian Stamp Act, 1899 (2 of 1899), the Central Government hereby remits the duty with which the bonds in the nature of rural debentures to the value of rupees one crore fifty lakhs only to be issued by the Karnataka Power Corporation Ltd., are chargeable under the said Act.

[No. 6/83-Stamps/F. No. 33/7/83-ST(i)]

स्टाम्प

का. आ. 1654.—भारतीय स्टाम्प अधिनियम, 1899 (1899 का 2) की धारा 9 की उप-धारा (1) के खण्ड (क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, एतद्वारा उस शुल्क को माफ करती है जो पंजाब वित्तीय निगम द्वारा बन्ध-पत्रों के रूप में जारी किए जाने वाले केवल एक करोड़ और

दस लाख रुपये मूल्य के ऋण-पत्रों (22वीं श्रृंखला) पर उक्त अधिनियम के अन्तर्गत प्रभावी है।

[सं. 7/83-स्टाम्प-फा. सं. 33/9/83-बि. क.]

STAMPS

S.O. 1654.—In exercise of the powers conferred by clause (a) of sub-section (1) of Section 9 of the Indian Stamp Act, 1899 (2 of 1899), the Central Government hereby remits the duty with which the bonds in the nature of debentures (22nd series) to the value of rupees one crore and ten lakhs only to be issued by the Punjab Financial Corporation are chargeable under the said Act.

[No. 7/83-Stamp/F. No. 33/9/83-ST]

स्टाम्प

का. आ. 1655.—भारतीय स्टाम्प अधिनियम, 1899 (1899 का 2) की धारा 9 की उप-धारा (1) के खण्ड (क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, भारत सरकार एतद्वारा उस शुल्क को माफ करती है जो कर्नाटक पावर कारपोरेशन लि. द्वारा ऋण-पत्रों के रूप में जारी किए जाने वाले केवल इक्कीस करोड़, सत्रह लाख, पचास हजार रुपये मूल्य के बन्ध-पत्रों पर उक्त अधिनियम के अन्तर्गत प्रभावी है।

[सं. 6/83-स्टाम्प-फा. सं. 33/7/83-बि. क. (2)]

STAMPS

S.O. 1655.—In exercise of the powers conferred by clause (a) of sub-section (1) of section 9 of the Indian Stamp Act, 1899 (2 of 1899), the Central Government hereby remits the duty with which the bonds in the nature of debentures to the value of rupees twenty one crores, seventeen lakhs fifty thousand only to be issued by the Karnataka Power Corporation Ltd., are chargeable under the said Act.

[No. 6/83-Stamp/F. No. 33/7/83 ST(ii)]

स्टाम्प

नई दिल्ली, 12 मार्च, 1983

का. आ. 1656.—भारतीय स्टाम्प अधिनियम, 1899 (1899 का 2) की धारा 9 की उप-धारा (1) के खण्ड (क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, एतद्वारा गुजरात नर्मदा वैली फर्टिलाइजर्स कंपनी लिमिटेड, बारुच को केवल एक लाख, पचास हजार रुपये के समीकृत स्टाम्प शुल्क की अदायगी करने की अनुमति प्रदान करती है जो उक्त कंपनी द्वारा दो करोड़ रुपये के अधिकतम मूल्य वाले ऋण-पत्रों के रूप में जारी किए जाने वाले बन्ध-पत्रों पर स्टाम्प शुल्क के रूप में प्रभावी है।

[सं. 8/83-स्टाम्प-फा. सं. सं. 33/5/83-बि. क.]

New Delhi, the 12th March, 1983

STAMPS

S.O. 1656.—In exercise of the powers conferred by clause (b) of sub-section (1) of section 9 of the Indian Stamp Act, 1899 (2 of 1899), the Central Government hereby permits the Gujarat Narmada Valley Fertilizers Company Limited, Baruch to pay consolidated stamp duty of one lakh fifty thousand rupees only, chargeable on account of the stamp duty on bonds in the form of debentures of the face value of two crores of rupees to be issued by the said Company.

[No. 8/83-Stamp/F. No. 33/5/83-ST]

स्टाम्प

का. आ. 1657.—भारतीय स्टाम्प अधिनियम, 1899 (1899 का 2) की धारा 9 की उप-धारा (1) के खण्ड (क) द्वारा

प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, एतद्वारा उस शुल्क को माफ करती है जो कर्नाटक राज्य वित्तीय नि.म. द्वारा दो करोड़ और चालीस लाख रुपये मूल्य के प्रामिसरी नोटों के रूप में जारी किए जाने वाले बन्ध-पत्रों पर उक्त अधिनियम के अन्तर्गत प्रभावी है।

[सं. 9/83-स्टाम्प-फा. सं. 33/8/83-बि. क.]

भगवान दास, अवर सचिव

STAMPS

S.O. 1657.—In exercise of the powers conferred by clause (a) of sub-section (1) of section 9 of the Indian Stamp Act, 1899 (2 of 1899), the Central Government hereby remits the duty with which the bonds in the form of promissory notes to the value of rupees four crores and forty lakhs to be issued by the Karnataka State Financial Corporation are chargeable under the said Act.

[No. 9/83-Stamp/F. No. 33/8/83-ST]

BHAGWAN DAS, Under Secy.

केन्द्रीय प्रत्यक्ष कर बोर्ड

नई दिल्ली, 10 नवम्बर, 1982

(आयकर)

का.आ. 1658.—केन्द्रीय प्रत्यक्ष कर बोर्ड, आयकर अधिनियम, 1961 (1961 का 43) की धारा 21 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, अधिसूचना सं. 3253 /का.सं. 187/3/80-आ.कं. (ए 1) तारीख 19 अप्रैल, 1980 और सं. 1825 /का.सं. 189/6/81-आयकर (ए 1) तारीख 22 जुलाई, 1982 का निम्नलिखित संशोधन करती है।

2 अधिसूचना सं. 4825 ता. 22 जुलाई, 1982 के क्रम सं. 19क और 19ख के सामने स्तम्भ (1), (2) और (3) के नीचे विद्यमान प्रविष्टियों के स्थान पर निम्नलिखित रखा जाएगा :

अनुसूची		
आयुक्त	मुख्यालय	अधिकारिता (निम्नलिखित में मुख्यालय सहित सभी वाडों, सिकलों पर)
1	2	3
19ख. नासिक	नासिक	1 अहमदनगर 2 औरंगाबाद 3 बीड 4 लातूर 5 उस्मानाबाद 6 धुले 7 जयगोंड 8 जालना 9 मालेगोंड 10 नांदेड 11 नासिक 12 परभनी

यह अधिसूचना 11-8-1982 से प्रभावी होगी।

[सं. /4965 का.सं. 189/6/81-आयकर (ए 1)]

CENTRAL BOARD OF DIRECT TAXES

New Delhi, the 10th November, 1982

(INCOME-TAX)

S.O. 1658.—In exercise of the powers conferred by sub-section (1) of Section 121 of the Income-tax Act, 1961 (43 of 1961), the Central Board of Direct Taxes hereby makes the following amendments to the Notification No. 3253 (F. No. 187/3/80-IT(AI) dated 19th April, 1980 and No. 4825 (F. No. 189/6/81-IT (AI) dated 22nd July, 1982.

2. Existing entries under column (1), (2) and (3) against Sl. No. 19A of the Notification No. 4825 dated 22nd July, 1982 and against Sl. No. 19 shall be substituted as follows :

SCHEDULE

Commissioner of	Headquarters	Jurisdiction (Over all wards circles with HQ in)
1	2	3
19B Nasik	Nasik	1. Ahmednagar. 2. Aurangabad. 3. Beed 4. Latur 5. Osmanabad 6. Dhule 7. Jalgaon 8. Jalana 9. Malegaon 10. Nanded 11. Nasik 12. Parbhani.

This notification shall take effect from 11-8-1982.

[No. 4965/F. No. 189/6/81-IT(AI)]

नई दिल्ली, 23 नवम्बर, 1982

(आय-कर)

का. आ. 1658.—केंद्रीय सरकार, आयकर अधिनियम, 1961 (1961 का 43) की धारा 10 की उप-धारा (23-ग) के खण्ड (v) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, “रामा शक्ति मिशन” को निर्धारण वर्ष 1982-83 से 1984-85 के अन्तर्गत आने वाली अवधि के लिए उक्त धारा के प्रयोजनार्थ अधिसूचित करती है।

[सं. 4985/फा. सं./197/32/82-आ.क. (ए-1)]

(Department of Revenue)

New Delhi, the 23rd November, 1982

(INCOME TAX)

S.O. 1659.—In exercise of the powers conferred by clause (v) of sub-section (23C) of section 10 of the Income-tax Act, 1961 (43 of 1961), the Central Government hereby notifies “Rama Shakti Mission” for the purpose of the said section for the period covered by the assessment years 1982-83 to 1984-85.

[No. 4985/F. No. 197/32/82-IT(AI)]

नई दिल्ली, 16 दिसम्बर, 1982

(आय-कर)

का. आ. 1660.—केंद्रीय सरकार, आय-कर अधिनियम, 1961 (1961 का 43) की धारा 10 की उप-धारा (23-ग) के खण्ड (5) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, “आदर लडी आफ पिल्लर मिशन, नागर हवेली” को निर्धारण वर्ष 1970-80 से 1982-83 तक के अन्तर्गत आने वाली अवधि के लिए उक्त धारा के प्रयोजनार्थ अधिसूचित करती है।

[सं. 5022/फा. सं. 197/200/78-आ.क. (ए-1)]

New Delhi, the 16th December, 1982

(INCOME TAX)

S.O. 1660.—In exercise of the powers conferred by clause (v) of sub-section (23C) of section 10 of the Income-tax Act, 1961 (43 of 1961), the Central Government hereby notifies “Our Lady of Pilar Mission, Nagar Haveli” for the purpose of the said section for the period covered by the assessment years 1979-80 to 1982-83.

[No. 5022/F. No. 197/200/78-IT(AI)]

(आय-कर)

का. आ. 1661.—केंद्रीय सरकार, आय-कर अधिनियम, 1961 (1961 का 43) की धारा 10 की उप-धारा (23-ग) के खण्ड (5) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, “श्री साई बाबा संस्थान शिरडी” को निर्धारण वर्ष 1980-81 से 1982-83 तक के अन्तर्गत आने वाली अवधि के लिए उक्त धारा के प्रयोजनार्थ अधिसूचित करती है।

[सं. 5023/फा. सं. 197/208/81-आ.क. (ए-1)]

(INCOME TAX)

S.O. 1661.—In exercise of the powers conferred by clause (v) of sub-section (23C) of section 10 of the Income-tax Act, 1961 (43 of 1961), the Central Government hereby notifies “Shri Sai Baba Sansthan Shirdi” for the purpose of the said section for the period covered by the assessment years 1980-81 to 1982-83.

[No. 5023/F. No. 197/208/81-IT(AI)]

(आय-कर)

का. आ. 1662.—केंद्रीय सरकार, आय-कर अधिनियम, 1961 (1961 का 43) की धारा 10 की उप-धारा (23-ग) के खण्ड (5) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, “श्री गुरु सिंह सभा (रज.), मुम्बई” को निर्धारण वर्ष 1982-83 से 1984-85 तक के अन्तर्गत आने वाली अवधि के लिए उक्त धारा के प्रयोजनार्थ अधिसूचित करती है।

[सं. 5025/फा. सं. 197/54/82-आ.क. (ए-1)]

(INCOME TAX)

S.O. 1662.—In exercise of the powers conferred by clause (v) of sub-section (23C) of section 10 of the Income-tax Act, 1961 (43 of 1961), the Central Government hereby notifies “Shri Guru Singh Sabha (Regd.), Bombay” for the purpose of the said section for the period covered by the assessment years 1982-83 to 1984-85.

[No. 5025/F. No. 197/54/82-IT(AI)]

(आय-कर)

का. आ. 1663.—केंद्रीय सरकार, आय-कर अधिनियम, 1961 (1961 का 43) की धारा 10 की उप-धारा (23-ग) के खण्ड (5) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए,

“श्री परमानन्द स्वताम्बर मूर्ति पूजक जैन संघ” को निर्धारण वर्ष 1982-83 से 1984-85 तक के अन्तर्गत आने वाली अवधि के लिए उक्त धारा के प्रयोजनार्थ अधिसूचित करती है।

[सं. 5026/फा. सं. 197/98/82-आ.क. (ए-1)]

(INCOME TAX)

S.O. 1663.—In exercise of the powers conferred by clause (v) of sub-section (23C) of section 10 of the Income-tax Act, 1961 (43 of 1961), the Central Government hereby notifies “Shree Param Anand Swetamber Murti Pujak Jain Sangh” for the purpose of the said section for the period covered by the assessment years 1982-83 to 1984-85.

[No. 5026/F. No. 197/98/82-IT(A1)]

नई दिल्ली, 2 मार्च, 1983

(आय-कर)

का. आ. 1664.—आयकर अधिनियम, 1961 (1961 का 43) की धारा 10 की उपधारा (23ग) के खंड (5) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार एतद्वारा “दि सिस्टर्स आफ चैरिटी आफ सेंट लरथोलोमी एण्ड विन्सेजा एजू-केशन सोसायटी आफ सिकन्दराबाद प्राविन्स” को उक्त धारा के प्रयोजनार्थ कर-निर्धारण वर्ष 1980-81 से 1982-83 की अवधि के लिए अधिसूचित करती है।

[सं. 5123/फा.सं. 197/120/78-आ. क. (ए-1)]

मिलाप जैन, अवर सचिव

New Delhi, the 2nd March, 1983

(INCOME TAX)

S.O. 1664.—In exercise of the powers conferred by clause (v) of sub-section (23C) of section 10 of the Income-tax Act, 1961 (43 of 1961), the Central Government hereby notifies “The Sisters of Charity of Sts. Bartholomea and Vincenza Education Society of Secunderabad Province” for the purpose of the said section for the period covered by the assessment years 1980-81 to 1982-83.

[No. 5123/F. No. 197/120/78-IT(A1)]

MILAP JAIN, Under Secy.

केन्द्रीय उत्पादन शुल्क और सीमाशुल्क बोर्ड

नई दिल्ली, 26 मार्च, 1983

सं. 88/83-सीमाशुल्क

का. आ. 1665.—केन्द्रीय उत्पाद-शुल्क और सीमाशुल्क बोर्ड, सीमाशुल्क अधिनियम, 1962 (1962 का 52) की धारा 9 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, गुजरात राज्य के बलसाड़ जिले में अम्बरगांव को भाण्डागारण केन्द्र के रूप में घोषित करता है।

[फा. सं. 473/54/83-सी.शु.-7]

CENTRAL BOARD OF EXCISE AND CUSTOMS

New Delhi, the 26th March, 1983

NO. 88/83-CUSTOMS

S.O. 1665.—In exercise of the powers conferred by section 9 of the Customs Act, 1962 (52 of 1962), the Central

Board of Excise and Customs hereby declares Umberga n in Bulsar District in the State of Gujarat to be a warehousing station.

[F. No. 473/54/83-CUS. VII]

सं. 89/83-सीमाशुल्क

का. आ. 1666.—केन्द्रीय उत्पाद-शुल्क और सीमाशुल्क बोर्ड, सीमाशुल्क अधिनियम, 1962 (1962 का 52) की धारा 9 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए निम्नलिखित को—

- (1) गुजरात राज्य में जिला भड़ौच में भोलव ग्राम तथा
- (2) उत्तर प्रदेश राज्य में रायबरेली

भाण्डागारण केन्द्रों के रूप में घोषित करता है।

[फा. सं. 473/165/79/सी.शु.-7]

एन. के. कपूर, अवर सचिव

NO. 89/83-CUSTOMS

S.O. 1666.—In exercise of the powers conferred by section 9 of the Customs Act, 1962 (52 of 1962), the Central Board of Excise and Customs hereby declares—

- (i) Bholav village in Baroach District in the State of Gujarat; and
- (ii) Rae Bareilly in the State of Uttar Pradesh to be warehousing stations.

[F. No. 473/165/79-CUS. VII]

N. K. KAPUR, Under Secy.

(आर्थिक कार्य विभाग)

(बैंकिंग प्रभाग)

नई दिल्ली, 28 फरवरी, 1983

का. आ. 1667.—प्रादेशिक ग्रामीण बैंक अधिनियम, 1976 (1976 का 21) की धारा 11 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, एतद्वारा श्री एस. सी. दास को कटक ग्राम्य बैंक, कटक का अध्यक्ष नियुक्त करती है तथा 1-7-1982 से प्रारम्भ होकर 30-6-1983 को समाप्त होने वाली अवधि को उस अवधि के रूप में निर्धारित करती है जिसके दौरान श्री एस. सी. दास अध्यक्ष के रूप में कार्य करेंगे।

[संख्या एफ. 2-30/82-आर. आर. बी.]

(Department of Economic Affairs)

(Banking Division)

New Delhi, the 28th February, 1983

S.O. 1667.—In exercise of the powers conferred by Sub-section (1) of Section 11 of the Regional Rural Banks Act, 1976 (21 of 1976), the Central Government hereby appoints Shri S. C. Dash as the Chairman of the Cuttack Gramya Bank, Cuttack and specifies the period commencing on the 1-7-82 and ending with 30-6-1983 as the period for which the said Shri S. C. Dash shall hold office as such Chairman.

[No. F. 2-30/82-RRB]

नई दिल्ली, 5 मार्च, 1983

का. आ. 1688—प्रादेशिक ग्रामीण बैंक अधिनियम, 1976 (1976 का 21) की धारा 11 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, एतद्वारा श्री आर. के. शुक्ला को भोजपुर-रोहतास ग्रामीण बैंक, आरा का अध्यक्ष नियुक्त करती है तथा 7-2-1983 से प्रारम्भ होकर, 28-2-1986 को समाप्त होने वाली अवधि को उस अवधि के रूप में निर्धारित करती है जिसके दौरान श्री आर. के. शुक्ला अध्यक्ष के रूप में कार्य करेंगे।

[संख्या एफ. 2-3/82-आर. आर. बी.]

राम बेहरा, अवर सचिव

New Delhi, the 5th March, 1983

S.O. 1668.—In exercise of the powers conferred by sub-section (1) of Section 11 of the Regional Rural Banks Act, 1976 (21 of 1976), the Central Government hereby appoints Shri R. K. Shukla, as the Chairman of the Bhojpur-Rohas Gramin Bank, Arara and specifies the period commencing on the 7-2-1983 and ending with the 28-2-1986 as the period for which the said Shri R. K. Shukla shall hold office as such Chairman.

[No. F. 2-3/82-RRB]

RAAM BEHRA, Under Secy.

आयकर विभाग, कोचीन

(आयकर आयुक्त का कार्यालय कोचीन)

कोचीन, 11 फरवरी, 1983

का.आ. 1669.—आयकर अधिनियम 1961 की धारा 287 के अधीन राजस्व विभाग (केन्द्रीय प्रत्यक्ष कर बोर्ड) से सूचित भारत सरकार के निदेश के अनुसरण में, आयकर आयुक्त, कोचीन एतद्वारा निम्नलिखित सूचनाएं, वित्तीय वर्ष 1981-82 के संबंध में, प्रकाशन किये जाते हैं।

अनुसूची 1-ए : इसमें जिन व्यक्तियों या हिस्से अविभक्त कुटुम्बों पर दो लाख रुपये से अधिक आय पर कर निर्धारित किया गया है, उनका नाम, पता और अन्य विवरण विनिश्चित किये गये हैं।

अनुसूची-1 बी इसमें जिन कंपनियों, फर्मों तथा व्यक्तियों के संगम पर बस लाख रुपये से अधिक आय पर कर निर्धारित किया गया है उनका नाम, पता अन्य विवरण विनिश्चित किये गये हैं।

अनुसूची-II आय को विवरणों की समय के भीतर प्रस्तुत करने में जो असफल हो गये हैं या लेखा बहियां पेश करने में असमर्थ हुए हैं या आय छिपाने के कारण वित्तीय वर्ष 1981-82 में ₹० 5,000 या उससे अधिक जिन पर शास्ति लगाया गया है या गत वर्षों के शास्तियों के विरुद्ध दिये गये अपील या पुनरीक्षण के फैसले में 1981-82 वित्तीय वर्ष में जिन पर ₹० 5,000 या उससे अधिक शास्ति निश्चित किया गया है उन व्यक्तियों का नाम, पता व अन्य विवरण इसमें विनिश्चित किये गये हैं।

अनुसूची-III इस सूची में जिन व्यक्तियों ने एक लाख रुपये या उससे अधिक कर की राशि अदा करने में असमर्थ हो गये हैं और यह राशि वित्तीय वर्ष 1981-82 के अन्तिम दिन तक दो या उससे अधिक वर्ष हो गये हैं, उन व्यक्तियों का नाम, पता और अन्य विवरण निश्चित किये गये हैं।

2 अनुसूची 1ए और अनुसूची 1 बी में दिये गये विवरण इस प्रकार हैं :—(1) स्थिति (2) निर्धारण वर्ष (3) निर्धारित आय (4) निर्धारित आय, (5) आयकर देय और (6) आयकर प्रदत्त।

अनुसूची-II में दिये गये विवरण इस प्रकार हैं :—(1) स्थिति (2) निर्धारण वर्ष (3) शास्ति की राशि और (4) शास्ति का स्वभाव।

अनुसूची III में दिये गए विवरण इस प्रकार हैं :—

(1) व्याज गहिन कर (2) शास्ति और (3) कुल (सभी) रकम रुपये में है।

3. स्थिति की सूचनाएं इस प्रकार हैं : 'ए' व्यक्तियों के लिए, एवं 'एफ' हिस्से अविभक्त कुटुम्बों के लिए, 'क' कंपनियों के लिए 'एफ' फर्मों के लिए और 'ए.आ.पी.' व्यक्तियों के संगम के लिए।

अनुसूची-1ए

- (1) ए० अब्दुल्लाह साहिब हाजी, चावकाड (1) ए० (2) 1980-81 (3) 8,24,299 (4) 8,29,339 (5) 5,69,251 (6) 5,69,251।
- (2) ए० अब्दुलरहमान हाजी, चावकाड (1) ए० (2) 1980-81 (3) 8,23,490 (4) 8,23,690 (5) 5,63,155 (6) 5,63,155।
- (3) ए० अब्दुल रशीद, चावकाड (1) ए० (2) 1980-81 (3) 6,94,470 (4) 6,93,700 (5) 4,73,377 (6) 4,73,377
- (4) ए० अब्दुल सलाम, चावकाड (1) ए० (2) 1980-81 (3) 7,01,110 (4) 7,01,840 (5) 4,78,692 (6) 4,78,692।
- (5) एम० अब्दुलरहमान, बेयपुर सी फुड्स, बेयपुर (1) ए० (2) 1978-79 (3) 179 (4) 2,95,740 (5) 2,52,900 (6) 6,900
- (6) के०पी० अब्दुल नायर, अब्दुल नायर आन्ड कं० बोरुर (1) ए० (2) 1981-82 (3) 2,77,650 (4) 2,79,580 (5) 1,62,138 (6) 1,60,369
- (7) अकिरा हिता, टेल्क, अंगमाली (1) ए० (2) 1979-80 (3) 4,64,780 (4) 4,64,780 (5) 2,96,778 (6) 2,96,778
- (8) ए०सी० जाकिर, ओल्फूर (1) ए० (2) 1978-79 (3) 2,24,220 (4) 3,24,160 (5) 2,23,016 (6) 2,23,016
- (9) के०एम० चाणूणी, काल्मारा हाउस, त्रिणूर (1) ए० (2) 1979-80 (3) 3,52,170 (4) 3,54,250 (5) 2,28,319 (6) 2,25,970।
- (10) के०ए० एनोकुट्टी, त्रिणूर (1) ए० (2) 1979-80 (3) 2,87,600 (4) 2,53,370 (5) 1,80,953 (6) 1,72,985
- (11) के०जी० फ्रांसीसी, त्रिणूर (1) ए० (2) 1979-80 (3) 2,97,000 (4) 2,85,370 (5) 1,80,953 (6) 1,72,985
- (12) के०जे० फ्रांसीसी, त्रिणूर (1) ए० (2) 1979-80 (3) 3,79,810 (4) 3,82,030 (5) 2,39,614 (6) 2,39,614।
- (13) टी० फुडुडा, टेल्क, अंगमाली (1) ए० (2) 1981-82 (3) 4,49,241 (4) 4,49,240 (5) 20,218 (6) 20,218

- (14) सी०पी० जाण, पाषाणी (1) ऐ० (2) 1981-82
(3) 2,14,170 (4) 2,18,580 (5) 1,20,931
(6) 1,18,081
- (15) के०एफ० जाण, त्रिपुर (1) ऐ० (2) 1979-80 (3)
6,25,250 (4) 6,27,550 (5) 4,17,310
(6) 4,07,723
- (16) कानियायनि ज.ग. ब्रिह्म एन्टरप्राइजेस, अरुणाचलप्रदेश
(1) ए (2) 1979-80 (3) 2,82,310 (4)
2,92,870 (5) 1,77,988 (6) 1,77,988
- (17) सी०आर० वेंकटेश्वर वैद्यार, हरिजनकुटुंब (1) ऐ० (2) 1979-80
(3) 2,62,400 (4) 2,90,090 (5) 1,75,897 (6)
1,75,897
- (18) कोन्गुणी पी०वी० पर्वती (1) ऐ० (2) 1980-81 (3)
4,38,000 (4) 4,38,000 (5) 2,91,210 (6)
2,91,210
- (19) सी०पी० कृष्ण चेट्टियार, मैसूर सी०पी० कृष्ण चेट्टियार, द्वारा,
अर्बन त्रिपुर (1) ऐ० (2) 1981-82 (3) 2,95,552
(4) 3,07,910 (5) 1,72,516 (6) 1,79,516
- (20) सी०पी० कुट्टीगोबिन चेट्टियार, मैसूर सी०पी० कृष्ण चेट्टियार
द्वारा, अर्बन त्रिपुर (1) ऐ० (2) 1981-82 (3) 2,93,484
(4) 3,05,610 (5) 1,74,328 (6) 1,78,328
- (21) लता रवीन्द्रन, लक्ष्मी पैनाला कार्पाकरण गिरूर (1) ए (2)
1981-82 (3) 2,36,850 (4) 2,42,380 (5) 1,37,091
(6) 1,33,441
- (22) मरकमु सैदा, टेल्क, अंगमाली (1) ऐ० (2) 1981-82
(3) 2,49,009 (4) 2,50,510 (5) 1,12,457
(6) 1,42,457
- (23) मेहताजी०, पावना (1) ऐ० (2) 1981-82 (3) 2,20,990
(4) 2,21,540 (5) 1,23,336 (6) 1,23,336
- (24) पालपु पी०आर० पुषूर (1) ऐ० (2) 1979-80 (3) 2,25,813
(4) 2,34,790 (5) 1,37,138 (6) 1,10,079
- (25) के०मी० प्रकाशन, कोल्लारा हाऊस, त्रिपुर (1) ऐ० (2)
1979-80 (3) 2,28,960 (4) 2,35,380 (5) 1,41,400
(6) 1,36,613
- (26) प्रतापसिंह आर० अणुप्रो० बल्लभदास शास्त्र संल, कोचीन-2 (1)
ऐ० (2) 1979-80 (3) 2,03,090 (4) 2,03,140 (5)
1,16,217 (6) 1,16,217
- (27) टी० धर्मोदास दाम्भन, एन० सदानन्द पी० अन्ध कंपनी द्वारा, टेम्प्लि-
शेरी (1) ऐ० (2) 1981-82 (3) 2,48,970 (4)
2,48,970 (5) 1,41,326 (6) 1,41,326
- (28) सी०के० रामचन्द्रन, कन्नूर (1) ऐ० (2) 1979-80 (3)
7,28,183 (4) 7,32,230 (5) 2,14,130 (6) 2,14,130
- (29) शक्रानारायण के०के०, एन्ड फार्म, त्रिपुर (1) ऐ०
(2) 1979-80 (3) 2,03,952 (4) 2,31,940 (5)
1,33,186 (6) 1,33,186
- (30) बहिरा बी०ए०, चावनाड (1) ऐ० (2) 1981-82 (3)
2,34,820 (4) 2,35,370 (5) 1,32,161 (6)
1,32,464
- (31) के०वी० सासुदेवन, कोल्लारा हाऊस, त्रिपुर (1) ऐ० (2)
1979-80 (3) 2,29,590 (4) 2,37,030 (5) 1,43,717
(6) 1,36,932
- अनुसूची—1 बी
- (1) अम्पिनवाल एन्ड कं० लिमिटेड, कोचीन-1 (1) कं० (2)
1978-79 (3) 15,43,890 (4) 16,91,020
(5) 9,76,161 (6) 9,30,664
- (2) वाणिज्य मंडल बन्ध लिमिटेड, पाण्डितेश्वरी (1) कं० (2)
1981-82 (3) 33,06,020 (4) 33,11,020 (5)
19,84,245 (6) 19,84,245
- (3) के०एन० जी० ब्राउन, गीम गुरुन मर्चेन्ट्स, एरगाकुलन (1)
एक० (2) 1981-82 (3) 13,07,540 (4)
13,10,280 (5) 3,30,514 (6) 3,30,514
- (4) कापू कार्पाकरण आरु इडिया लिमिटेड, कोचीन (1) कं०
(2) 1981-82 (3) 2,17,60,370 (4) 2,17,66,010
(5) 1,28,69,154 (6) 1,28,69,154
- (5) कोचीन शिपयार्ड (इन्डस्ट्रियल लिमिटेड, पाई रामगो)
कोचीन (1) कं० (2) 1978-79 (3) 6,14,800
(4) 11,97,950 (5) 6,28,913 (6) 6,28,913
- (6) फाय, फाब्रिक्स, त्रिपुर एन्ड (2) 1979-80 (3)
22,44,510 (4) 22,59,470 (5) 6,02,247,
(6) 5,99,648
- (7) कोब्स हवाई आन्ड फिगीम (पै) लिमिटेड, कोचीन-3
(1) कं० (2) 1981-82 (3) 17,50,480 (4) 18,55,770
(5) 12,64,470 (6) 12,44,137
- (8) आजा कं०, चावनाड एन्ड (2) 1981-82 (3) 16,23,590
(4) 16,27,340 (5) 4,14,218 (6) 4,14,210
- (9) कारवाल्स लिमिटेड, मद्रास (1) कं० (2) 1971-72
(3) 26,96,010 (4) 56,61,650 (5) 24,58,968
(6) 17,84,503
- (10) वी केरना स्टेट फैब्रिकेशन एन्ड प्राजेज, त्रिपुर (1) कं० (2)
1980-81 (3) 20,57,980 (4) 20,62,980 (5)
12,19,737 (6) 12,19,737
- (11) कुपर इन्टरप्राइजेस, एन्ड फार्म, पाण्डितेश्वरी (1) एक० (2) 1981-82
(3) 11,16,950 (4) 11,59,950 (5) 3,17,266
(6) 3,17,266
- (12) सी०पी० मोनोपन एन्ड सन्स, त्रिपुर (1) एक० (2) 1981-82
(3) 11,88,590 (4) 11,92,590 (5) 3,14,899
(6) 2,95,719
- (13) मलवार टैल बन्ध, फीरक (1) एक० (2) 1980-81 (3)
10,07,130 (4) 10,07,720 (5) 1,47,172
(6) 1,01,008
- (14) पोल् ब्रदर्स प्राइवेट लिमिटेड, पाण्डितेश्वरी रोज, कोचीन (1)
एक० (2) 1980-81 (3) 11,23,340 (4) 11,48,490
(5) 3,92,817 (6) 3,15,051
- (15) पेरियार कैसिकल्स लिमिटेड, कोचीन-1, (1) कं० (2) 1978-79
(3) 18,85,000 (4) 18,62,120 (5) 10,75,721
(6) 9,73,087
- (16) मैसूर साधु बी०डी डिपॉट, कन्नूर (1) एक० (2) 1978-79
(3) 17,55,510 (4) 18,78,220 (5) 5,23,515
(6) 5,23,515
- (17) द्रावकाल सिमेंट्स लिमिटेड, कोचीन (1) कं० (2) 1981-82
(3) 6,10,120 (4) 66,19,670 (5) 39,13,880
(6) 36,68,105

- (18) द्रावतकोर कैमिकल्स एण्ड मेनुफैक्चरिंग लिमिटेड, कलमशेरी
(1) रु० (?) 1976-77 (3) 41,02,310 (4)
41,39,130 (5) 23,87,661 (6) 25,64,065।
- (19) विवेक एंटरप्राइस, इरिंजालकुडा (1) एफ (2) 1981-82
(3) 10,32,220 (4) 10,37,210 (5) 2,58,416
(6) 2,58,426।
- (20) वयनाट लिक्वेर्स, मुदलाल बेट्टरी (1) एफ (2) 1979-80
(3) 11,69,350 (4) 11,69,350 (5) 3,34,124
(6) 3,33,740।

अनुसूची II

नहीं

अनुसूची III

- (1) पी.ए. अम्बुल मजीद, कोचीन—(1) 1,49,000 (2) नहीं
(3) 1,49,000।
- (2) एम.आर. जॉन्स, पुत्तुकाड (1) 2,52,906 (2) 1,55,722
(3) 2,08,628।
- (3) ए. खादर पिल्ले, आलुवा (1) 1,03,559 (2) नहीं (3)
1,02,559।
- (4) पी.के. मनु हाजी, विंग बाजार, कालिकट, (1) 1,21,993
(2) नहीं (3) 1,21,293।
- (5) पी.के. मोहम्मद हाजी, कालिकट (1) 5,77,990 ()
1,11,628, (3) 6,89,628।
- (6) ए. परीद पिल्ले, आलुवा (1) 1,27,433 (2) नहीं (3)
1,27,433।
- (7) मैमर्स ए. परीद पिल्ले एण्ड ब्रदर्स, आलुवा (1) 5,54,247
(2) नहीं (3) 5,54,247।
- (8) पी.वी. रघुनाथ, बालभक्त श्रीकार्यम, सिकुनन्तपुरम (1)
1,31,000 (2) नहीं (3) 1,31,000।
- (9) एम.एस.एस.सी. उद्दीन साहिब एण्ड ब्रदर्स, कोडवातुर, पालघाट
(1) 2,61,292 (2) 5,000 (3) 2,66,292।
- (10) तेक्कनाटु केम्प, त्रिचूर (1) 1,19,290 (2) 16,455
(3) 1,45,745।
- (11) तेक्कनाटु वेल्स स्टोर्स, पुन्नूर (1) 1,56,375 (2) 1,79,4
(3) 1,79,169।
- (12) वेणुगोपाल वर्मा राव, कोल्लकोटे (1) 1,67,988 (2) नहीं
(3) 1,67,988।

[सी. सं. 311/82/83/प्रारं.]

कोचीन:

जी.आर. पटवर्धन
आयकर आयुक्त, कोचीन

INCOME-TAX DEPARTMENT, COCHIN

Office of the Commissioner of Income-Tax, Cochin

Cochin, 11th February, 1983

S.O.1669.—Pursuant to the direction of the Government of India under section 287 of the Income-tax Act, 1961, conveyed by the Department of Revenue (Central Board of Direct Taxes), the Commissioner of Income-tax, Cochin, hereby publishes the following information with reference to the financial year 1981-82.

SCHEDULE-I A contains the names, addresses and other particulars in respect of individuals and Hindu Undivided Families assessed on an income of more than Rs. 2 lakhs.

SCHEDULE-I B contains the names, addresses and other particulars in respect of Companies, Firms and Associations of persons assessed on an income of more than Rs. 10 lakhs.

SCHEDULE-II contains names, addresses and other particulars in respect of persons on whom a penalty of not less than Rs. 5,000/- was imposed during the financial year 1981-82 for a failure to file a return of income in time or to produce books of account, or for concealment of income, or in whose cases such penalties have been confirmed in appeal or revision during the financial year 1981-82, to an extent of Rs. 5,000/- or more.

SCHEDULE-III contains the names, addresses and other particulars in respect of persons who have been in default of payment of tax, amounting to Rs. 1 lakh or more, for over two years as on the last day of the financial year 1981-82.

2. The particulars given in Schedule-IA and Schedule-IB are (i) Status (ii) assessment year (iii) income returned (iv) income assessed (v) income-tax payable and (vi) income-tax paid.

The particulars given in Schedule-II are (i) status (ii) assessment year (iii) amount of penalty and (iv) nature of penalty.

The particulars given in Schedule-III are (i) tax including interest (ii) penalty and (iii) total (all amounts are in rupees).

3. Status is indicated by 'I' for individuals, 'H.U.F.' for Hindu Undivided Families, 'Co.' for Companies, 'F' for Firms and 'A.O.P.' for Associations of Persons.

SCHEDULE-IA

- (1) A. Abdulkhader Sahib Haji, Chavakad (i) I (ii) 1980-81 (iii) 8,24,299 (iv) 8,29,339 (v) 5,69,251 (vi) 5,69,251.
- (2) A. Abdulrahiman Haji, Chavakad (i) I (ii) 1980-81 (iii) 8,23,490 (iv) 8,23,690 (v) 5,63,155 (vi) 5,63,155
- (3) A. Abdul Rasheed, Chavakad (i) I (ii) 1980-81 (iii) 6,94 470 (iv) 6,93,700 (v) 4,73,377 (vi) 4,73,377.
- (4) A. Abdul Salam, Chavakad (i) I (ii) 1980-81 (iii) 7,01,110 (iv) 7,01,840 (v) 4,78,692 (vi) 4,78,692.
- (5) M. Abdurahiman, Beypore Sea Foods, Beypore (i) I (ii) 1978-79 (iii) 179 (iv) 2,95,740 (v) 2,52,900 (vi) 6,900.
- (6) K.P. Achuthan Nair, Achuthan Nair & Co., Shoranur (i) I (ii) 1981-82 (iii) 2,77,650 (iv) 2,79,580 (v) 1,62,138 (vi) 1,60,369.
- (7) Akiro Hino, TELK, Angamally (i) I (ii) 1979-80 (iii) 4,64,780 (iv) 4,64,780 (v) 2,96,778 (vi) 2,96,778.
- (8) A.C. Chacko, Ollur (i) I (ii) 1978-79 (iii) 2,24,220 (iv) 3,24,360 (v) 2,23,016 (vi) 2,23,016.
- (9) K.S. Chathunni, Kollara House, Trichur (i) I (ii) 1979-80 (iii) 3,52,170 (iv) 3,54,250 (v) 2,28,319 (vi) 2,25,970.
- (10) K.A. Eliakutty, Trichur (i) I (ii) 1979-80 (iii) 2,87,600 (iv) 2,85,370 (v) 1,80,953 (vi) 1,72,985.
- (11) K.J. Francis, Trichur (i) I (ii) 1979-80 (iii) 3,79,810 (iv) 3,82,030 (v) 2,39,614 (vi) 2,39,614.
- (12) T. Fukuda, TELK, Angamally (i) I (ii) 1981-82 (iii) 4,49,214 (iv) 4,49,240 (v) 20,218 (vi) 20,218.
- (13) C.P. John, Ponnani (i) I (ii) 1981-82 (iii) 2,14,170 (iv) 2,18,580 (v) 1,20,931 (vi) 1,18,081.
- (14) K.F. Jose, Trichur (i) I (ii) 1979-80 (iii) 6,25,350 (iv) 6,27,550 (v) 4,17,310 (vi) 4,07,523.
- (15) Karthiayani Amma, Chandrika Enterprises, Irinjala-kuda (i) I (ii) 1979-80 (iii) 2,82,340 (iv) 2,92,870 (v) 1,77,988 (vi) 1,77,988.

(16) C.R. Kesavan Valdyar, Irinjalakuda (i) I (ii) 1979-80 (iii) 2,62,400 (iv) 2,90,090 (v) 1,75,897 (vi) 1,75,897.

(17) Kochunny P.V., Pazhanji (i) I (ii) 1980-81 (iii) 4,38,000 (iv) 4,38,000 (v) 2,91,210 (vi) 2,91,210.

(18) C.P. Krishnan Chettiar, C/o. M/s. C.P. Krishnan Chettiar, Jewellers, Tirur (i) I (ii) 1981-82 (iii) 2,95,552 (iv) 3,07,910 (v) 1,79,516 (vi) 1,79,516.

(19) C.P. Kuttiponnan Chettiar, C/o. M/s. C.P. Krishnan Chettiar, Jewellers, Tirur (i) I (ii) 1981-82 (iii) 2,98,484 (iv) 3,05,610 (v) 1,78,328 (vi) 1,78,328.

(20) Latha Ravindran, Lakshmi Finance Corporation, Shoranur (i) I (ii) 1981-82 (iii) 2,36,850 (iv) 2,42,380 (v) 1,37,091 (vi) 1,33,441.

(21) Masakasu Saido, TELK, Angamally (i) I (ii) 1981-82 (iii) 2,49,099 (iv) 2,50,510 (v) 1,42,457 (vi) 1,42,457.

(22) Mehajabi. A., Chavakad (i) I (ii) 1981-82 (iii) 2,20,980 (iv) 2,21,540 (v) 1,23,336 (vi) 1,23,336.

(23) Palpu P.R., Puvathur (i) I (ii) 1979-80 (iii) 2,25,843 (iv) 2,34,790 (v) 1,37,138 (vi) 1,16,079.

(24) K.C. Prakasan, Kollara House, Trichur (i) I, (ii) 1979-80 (iii) 2,28,950 (iv) 2,35,380 (v) 1,41,400 (vi) 1,36,643.

(25) Pratapsingh R. Ashor, Prop. R. Vallabhadas & Sons, Cochin-2 (i) I (ii) 1979-80 (iii) 2,03,090 (iv) 2,03,140 (v) 1,16,247 (vi) 1,16,247.

(26) D. Purushotham Kamath, C/o. N. Sadananda Pai & Co., Tellicherry (i) I (ii) 1981-82 (iii) 2,48,970 (iv) 2,48,970 (v) 1,41,326 (vi) 1,41,326.

(27) C.K. Ramachandran, Cannanore (i) I (ii) 1979-80 (iii) 7,28,183 (iv) 7,32,230 (v) 2,14,130 (vi) 2,14,130.

(28) Sankaranarayanan K.K., Elite Fabrics, Trichur (i) I (ii) 1979-80 (iii) 2,03,952 (iv) 2,31,940 (v) 1,33,186 (vi) 1,33,186.

(29) Shahinabi A., Chavakad (i) I (ii) 1981-82 (iii) 2,34,820 (iv) 2,35,370 (v) 1,32,464 (vi) 1,32,464.

(30) K.V. Vasudevan, Kollare House, Trichur (i) I (ii) 1979-80 (iii) 2,23,590 (iv) 2,37,030 (v) 1,43,717 (vi) 1,36,932.

SCHEDULE-IB

(1) Aspinwall & Co., Ltd., Cochin-I (i) Co. (ii) 1978-79 (iii) 15,43,890 (iv) 16,91,020 (v) 9,76,564 (vi) 9,30,664.

(2) Baliapatam Tile Works Ltd., Pappinissery (i) Co. (ii) 1981-82 (iii) 33,06,020 (iv) 33,11,020 (v) 19,84,245 (vi) 19,84,245.

(3) K.N.G. Brothers, Piece Goods Merchants, Ernakulam (i) F (ii) 1981-82 (iii) 13,07,540 (iv) 13,10,280 (v) 3,30,514 (vi) 3,30,514.

(4) Cashew Corporation of India Ltd., Cochin (i) Co. (ii) 1981-82 (iii) 2,17,60,370 (iv) 2,17,66,010 (v) 1,28,69,154 (vi) 1,28,69,154.

(5) Cochin Shipyard (for Scott Littigow Ltd., Port Glasgow) Cochin (i) Co. (ii) 1978-79 (iii) 6,14,800 (vi) 11,97,930 (v) 6,28,913 (vi) 6,28,913.

(6) Fashion Fabrics, Trichur (i) F (ii) 1979-80 (iii) 22,44,510 (iv) 22,59,470 (v) 6,02,247 (vi) 5,99,648.

(7) Forbes Ewart & Figgis (P) Ltd., Cochin-3 (i) Co. (ii) 1981-82 (iii) 17,50,480 (iv) 18,05,770 (v) 12,64,470 (vi) 12,44,137.

(8) Kajah Co., Chavakad (i) F (ii) 1981-82 (iii) 16,23,590 (iv) 16,27,340 (v) 4,14,218 (vi) 4,14,218.

(9) Karvalves Ltd., Madras (i) Co. (ii) 1971-72 (iii) 26,96,010 (iv) 56,61,650 (v) 24,58,968 (vi) 17,84,503.

(10) The Kerala State Financial Enterprises, Trichur (i) Co. (ii) 1980-81 (iii) 20,57,980 (iv) 20,62,980 (v) 12,19,737 (vi) 12,19,737.

(11) Kumar Industries, Edathara, Palghat (i) F (ii) 1981-82 (iii) 11,16,950 (iv) 11,59,950 (v) 3,17,266 (vi) 3,17,266.

(12) C.P. Lonappan & Sons, Trichur (i) F (ii) 1981-82 (iii) 11,88,590 (iv) 11,93,590 (v) 3,14,399 (vi) 2,95,719.

(13) Malabar Tile Works, Feroke (i) F (ii) 1980-81 (iii) 10,07,150 (iv) 10,07,720 (v) 4,37,272 (vi) 1,01,908.

(14) Paul Abrao & Sons, 5th Main Road, Cochin (i) F (ii) 1980-81 (iii) 11,23,340 (iv) 11,48,490 (v) 3,92,817 (vi) 2,15,051.

(15) Periyar Chemicals Ltd., Cochin-1 (i) Co. (ii) 1978-79 (iii) 16,85,000 (iv) 18,62,720 (v) 10,75,721 (vi) 9,73,087.

(16) M/s. Sadhoo Beedi Depot, Cannanore (i) F (ii) 1978-79 (iii) 17,55,510 (iv) 18,78,220 (v) 5,23,515 (vi) 5,23,515.

(17) Travancore Cements Ltd., Kottayam (i) Co. (ii) 1981-82 (iii) 62,04,320 (iv) 66,19,670 (v) 39,13,880 (vi) 36,68,305.

(18) Travancore Chemicals & Manufacturing Ltd., Kalamassery (i) Co. (ii) 1976-77 (iii) 41,02,310 (vi) 41,39,130 (v) 23,87,661 (vi) 23,64,065.

(19) Vivek Enterprises, Irinjalakuda (i) F (ii) 1981-82 (iii) 10,32,220 (iv) 10,37,220 (v) 2,58,426 (vi) 2,58,426.

(20) Wynad Liquors, Sultan Battery (i) F (ii) 1979-80 (iii) 11,69,350 (iv) 11,69,350 (v) 3,34,124 (vi) 3,32,740

SCHEDULE-II

NIL

SCHEDULE-III

(1) P.A. Abdul Majeed, Cochin-I (i) 1,49,000 (ii) Nil (iii) 1,49,000.

(2) M.R. Joseph, Pudukad (i) 2,52,906 (ii) 1,55,722 (iii) 4,08,628.

(3) A. Khader Pillai, Alwaye (i) 1,03,559 (ii) Nil (iii) 1,03,559.

(4) P.K. Mamu Haji, Big Bazar, Calicut (i) 1,21,293 (ii) Nil (iii) 1,21,293.

(5) P.K. Mohammed Haji, Calicut (i) 5,77,990 (ii) 1,11,648 (iii) 6,89,638.

(6) A. Pareed Pillai, Alwaye (i) 1,27,433 (ii) Nil (iii) 1,27,433.

(7) M/s. A. Pareed Pillai & Bros. Alwaye (i) 5,54,247 (ii) Nil (iii) 5,54,247.

(8) P.V. Reghunath, Balabhavan, Sreekariyam, Trivandrum (i) 1,31,000 (ii) Nil (iii) 1,31,000.

(9) M.S.M. Sallhiddin Sahib & Brothers, Koduvayoor, Palghat (i) 2,61,292 (ii) 5,000 (iii) 2,66,292.

(10) Theccanattu Firms, Kidangoor (i) 1,19,290 (ii) 26,455 (iii) 1,45,745.

(11) Theccanattu Wine Stores, Punalur (i) 1,56,375 (ii) 22,794 (iii) 1,79,169.

(12) Venugopala Varma Raja, Kollengode (i) 1,62,988 (ii) Nil (iii) 1,62,988.

[C. No. 211/82-83/R]

Sd/-

G.R. PATWARDHAN,
Commissioner of Income-Tax, Cochin.

वाणिज्य मंत्रालय

(संयुक्त मुख्य नियंत्रक आयात-निर्यात का कार्यालय)

(केन्द्रीय लाइसेंस क्षेत्र)

निरस्त आदेश

नई दिल्ली, 28 फरवरी 1983

कां.आ. 1670.—सर्वश्री किंग एण्ड क्रोन इन्टरप्राइजेज, 5332 शोरा कोठी पहाड़गंज नई दिल्ली को एक अग्रिम ला०सं० पी०के/2975-415/सी एक्स एक्स/84/पी/83 दिनांक 5-11-82 वास्ते 1,21,900 रु० का 138 किलो०, बिना बने हाथी दांत तथा बेबी हाथी दांत के आयात हेतु जी०सी०ए० के अन्तर्गत, इस शर्त पर जारी किया गया था कि यह फर्म ब्रिटिशों का निर्यात, हाथीदांत की 120 किलो मात्रा के साथ, धातु की फिटिंग सहित एक०ए०बी० वैल्यू 2,76,000 रु० तक प्रथम कनमाइमेंट की निकासी के छः माह के अन्दर कर लेगी।

आवेदक फर्म ने इस कथन के समर्थन में अब एक शपथ पत्र आयात निर्यात की कार्य विधि पुस्तिका 1982-83 के पैरा 353 के अन्तर्गत प्रस्तुत किया है कि उनके अग्रिम ला०सं० पी०के/2975415 दिनांक 5-11-82 की कस्टम हेतु कापी बिना किसी कस्टम पर इस्तेमाल हुए तथा पंजीकृत हुए ही खो गई है और उन्हें कस्टम हेतु कापी की अनुलिपि लाइसेंस की पूर्ण राशि 121900 रु० की पूर्ति के लिए चाहिए।

मैं संतुष्ट हूँ कि उक्त आयात लाइसेंस की मूल कस्टम हेतु कापी खो गई है।

अतः आयात-व्यापार नियंत्रण आदेश 1955 दिनांक 7-12-55 (यथा संशोधित) की धारा 9 (सी सी) में प्रदत्त अधिकारों का प्रयोग करते हुए मैं उपरोक्त लाइसेंस सं० पी०के/2975415 दिनांक 5-11-82 की मूल कस्टम हेतु कापी को निरस्त करने का आदेश देता हूँ।

उपरोक्त को अब आयात निर्यात की कार्यविधि पुस्तिका 1982-83 के पैरा के अनुसार युक्त लाइसेंस सं० पी०के/2975415 दिनांक 5-11-82 की कस्टम हेतु कापी की अनुलिपि (डुप्लीकेट कापी) लाइसेंस की सम्पूर्ण राशि 121,900 रु० की पूर्ति हेतु जारी करने पर विचार किया जायेगा।

[सं० एडवांस/ला०/युडीईएस/185/एएम-83/ईपी-6/सीएलए/3626]

एस० बालाकृष्ण पिल्लई, उप मुख्य नियंत्रक

आयात निर्यात, कृते संयुक्त मुख्य नियंत्रक आयात निर्यात

MINISTRY OF COMMERCEOffice of the Joint Chief Controller of Imports and Exports
(Central Licensing Area)**CANCELLATION ORDER**

New Delhi, the 28th February, 1983

S.O. 1670.—M/s. King and Crown Enterprises, 5332, Shora Kothi, Pahar Ganj, New Delhi were granted an Advance Licence No. P/K/2975415/XX/84/D/83, dated 5-11-1982 for Rs. 1,21,900/- for Import of 138 Kgs. of Unmanufactured Ivory Tusk and Baby Ivory Tusk under G.C.A. with a condition that the firm will export Bangles with Metal fittings with Ivory Content not less than 120 Kgs. for an F.O.B. value of Rs. 2,76,000/- within a period of six months from the date of the clearance of 1st consignment.

They have filed an affidavit duly attested by Notary Public as required in terms of para 353 of Hand Book of Import-Export Procedure, 1982-83 wherein they have stated that the Advance Licence No. P/K/2975415, dated 5-11-1982 (Customs Purpose Copy only) have been lost/misplaced without having been registered and utilised at all and duplicate Customs Purpose Copy of the licence is required to cover the full value of licence i.e. Rs. 1,21,900.

2. I am satisfied that Customs Purpose Copy of Advance Licence has been lost/misplaced.

3. In exercise of the powers conferred on me under clause 9(cc) of Import Trade Control Order 1955 dated 7-12-1955 and as amended upto date the Customs Purpose Copy of Advance Licence No. P/K/2975415 dated 5-11-1982 is hereby cancelled.

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4. The applicant is now being issued duplicate Customs Purpose Copy of Advance Licence No. P/K/2975415 dated 5-11-1982 to cover the full value of licence of Rs. 1,21,900/- in accordance with the provision of para 352 of Hand Book of Import Export procedure 1982-83.

[No. Adv/Lic/UDES/185/A.M. 83/EP. VI/CLAI]

S. BALAKRISHNA PILLAI, Dy. Chief Controller
Imports and Exports for Jt. Chief Controller of
Imports and Exports

(मुख्य नियंत्रक, आयात निर्यात का कार्यालय)

नई दिल्ली, 2 मार्च, 1983

कां.आ. 1671.—सर्वश्री लक्ष्मी बोर्ड एंड पेपर मिल्स (प्रा०) लि०, एम आई डी सी इंडस्ट्रियल एरिया, प्लाट सं० 2, कल्याण भिवानी रोड, कल्याण (महाराष्ट्र) को 22,18,115 रुपए (स्वीस फ्रैंक 12,00,000) का आयात लाइसेंस सं० पी/सी जी/2083079/आर/एस डब्ल्यू/80/एच/81 दिनांक 15-9-81 इन्डो स्वेडिश विकास सहयोग समझौता 1981 के अन्तर्गत प्रदान किया गया था। उन्होंने अब उपर्युक्त लाइसेंस की अनुलिपि (मुद्रा विनियम नियंत्रण प्रयोजन प्रति) जारी करने के लिए इस आधार पर आवेदन किया है कि मूल आयात लाइसेंस (मुद्रा विनियम नियंत्रण प्रयोजन प्रति) खो गई/अस्थायी हो गई है। लाइसेंस की अनुलिपि की पूरी धनराशि 22,18,115 रु० (स्वीस फ्रैंक 12,00,000) के लिए अपेक्षित है।

अपने तर्कों के समर्थन में, प्राप्ति ने नोटरी पब्लिक, दिल्ली के समक्ष विधिवत शपथ लेकर एक शपथ पत्र दाखिल किया है। मैं, तबनुसार संतुष्ट हूँ कि उपर्युक्त मूल लाइसेंस खो गया/अस्थायी हो गया है। अतः यथा संशोधित आयात (नियंत्रण) आदेश, 1955 दिनांक 7-12-1955 की उपधारा 9 (सी०सी०) में प्रदत्त अधिकारों का प्रयोग कर सर्वश्री लक्ष्मी बोर्ड एंड पेपर मिल्स (प्रा०) लि० कल्याण, को जारी किए गए आयात लाइसेंस (मुद्रा विनियम नियंत्रण प्रयोजन प्रति) सं० पी०/सी०जी०/2083079 दिनांक 15-9-81 को एतद्वारा रद्द किया जाता है।

उपयुक्त आयात लाइसेंस (मुद्रा विनियम नियंत्रण प्रयोजन प्रति) की अनुलिपि लाइसेंस धारी को अलग से जारी की जा रही है।

[मि०सं० सि० जी-4/676/81/24]

शंकर चन्द, उप मुख्य नियंत्रक, आयात निर्यात, कृते मुख्य नियंत्रक।

(Office of the Chief Controller of Imports and Exports)

New Delhi, the 2nd March, 1983

S.O. 1671.—M/s. Laxmi Board and Paper Mills (P) Ltd., MIDC Industrial Area, Plot No. 2, Kalyan Bhiwandi Road, Kalyan (Maharashtra) was granted import licence No. P/CG/2083079/R/SW/80/H/81 dated 15-9-81 under Indo-Swedish Development Cooperation Agreement 1981 for Rs. 22,18,115 (Sw. Fr. 12,00,000). They have applied for issue of duplicate licence (Exchange Control Purposes) of the said licence on the ground that the original import licence (Exchange Control Purpose) have been lost/misplaced Duplicate licence is required for the full amount Rs. 22,18,115/- (Sw. Fr. 12,00,000).

In support of this contention, the applicant has filed an affidavit duly sworn in before a Notary Public, Delhi. I am accordingly satisfied that the original import licence has been lost/misplaced. Therefore, in exercise of the powers conferred under sub-clause 9(cc) of the Import (Control) Order, 1955 dated 7-12-1955 as amended, the said import licence (Exchange Control Purpose) No. P/CG/2083079 dt. 15-9-81 issued to M/s. Laxmi Board & Paper Mills (P) Ltd., Kalyan is hereby cancelled.

A duplicate export licence (Exchange Control Purpose) of the said licence is being issued separately to the licensee.

[File No. CG. IV/676/81/24]

SHANKAR CHAND, Dy. Chief Controller,
Imports and Exports

For Chief Controller of Imports and Exports

नागरिक पूर्ति मंत्रालय

भारतीय मानक संस्था

नई दिल्ली, 1983-03-03

क्र०अ० 1672—समय समय पर संशोधित भारतीय मानक संस्था प्रमाणन विधु विनियम, 1955 के विनियम, 14 के उपविनियम (4) के अनुसार अधिसूचित किया जाता है कि लाइसेंस संख्या सी.एम/एल-0661044 जिसके धारे नीचे अनुसूची में दिए गए हैं, उन्वीस जुलाई उन्नीस सौ व्यास से रद्द कर दिया गया है।

अनुसूची

क्रम सं०	लाइसेंस संख्या व तिथि	लाइसेंसधारी का नाम व पता	रद्द किए गए लाइसेंस के अधीन वस्तु/प्रक्रिया	संबंधी भारतीय मानक
(1)	(2)	(3)	(4)	(5)
1.	सी.एम/एल-0661044 1978-12-31	मैसर्स एग्रो इनपुट्स लि०, कुमारपट्टनम पोस्ट, कैवलैट्टु विलेज, रानीबेन्नूर तालुक, जिला धारवार निकट हरिहर धारवार	कार्बारिल जल घुलन चूर्ण	IS : 7121-1973 कार्बारिल जल घुलन शील चूर्ण की विशिष्टि
2.	सी.एम/एल-0661145 1977-12-31	-वही-	मालाथियोन पायसनीय सांद्र	IS : 2567-1978 मालाथियोन जल घुलन शील चूर्ण की विशिष्टि (पहला पुनरीक्षण)
3.	सी.एम/एल-0661347 1977-12-31	मैसर्स एग्रो इनपुट्स लि०, सं० 87, तीसरी मेन रोड, रूथ थारागुपेट बंगलूर 560002	डायमेथोएट पायसनीय सांद्र	IS : 3903-1975 डायमेथोएट पायसनीय सांद्र की विशिष्टि (पहला पुनरीक्षण)
4.	सी.एम/एल-0831548 1980-01-31	-वही-	डी डी टी पायसनीय सांद्र	IS : 633-1975 डी डी टी पायसनीय सांद्र की विशिष्टि (पहला पुनरीक्षण)
5.	सी.एम/एल-0841248 1980-02-27	-वही-	डी डी टी घुलन चूर्ण	IS : 564-1975 डी डी टी घुलन चूर्ण की विशिष्टि (दूसरा पुनरीक्षण)

[सी.एम.डी/56 : 0661044]

MINISTRY OF CIVIL SUPPLIES

INDIAN STANDARDS INSTITUTION

New Delhi, 1983-03-03

S.O. 1672.—In pursuance of sub-regulation (4) of regulation 14 of the Indian Standards Institution (Certification Marks) Regulation 1955 as amended from time to time, the Indian Standards Institution hereby notifies that Licence Nos. CM/L-0661044, 0661145, 0661347, 0831548 and 0841248 particulars of which are given below has been cancelled with effect from Twentysixth July, one thousand nine hundred and eightytwo.

SCHEDULE

Sl. No. and date	Licence No.	Name and address of the licensee	Article/Process covered by the licence cancelled	Relevant Indian Standard
1.	CM/L-0661044 78-12-31	M/s. Agro Inputs Ltd., Kumarapatnam Post, Kavelettu Village, Rambennur Taluk, Dist. Dharwar (Near Harihar RS), Karnataka.	Carbaryl WDP	IS : 7121-1973 Specification for Carbaryl Water Dispersible powder concentrates.
2.	CM/L-0661145 77-12-31	-do-	Malathion EC	IS : 2567-1978 Specification for Malathion Emulsifiable concentrates (Second Revision).
3.	CM/L-0661347 77-12-31	-do-	Dimethoate EC	IS : 3903-1975 Specification for Dimethoate Emulsifiable Concentrates (First Revision).
4.	CM/L-0831548 80-01-31	-do-	DDT EC	IS : 633-1975 Specification for DDT Emulsifiable Concentrates (First Revision).
5.	CM/L-0841248 80-02-27	-do-	DDT DP	IS : 564-1975 Specification for DDT Dusting powder (Second Revision).

[CMD 55 : 0661044]

का०मा० 1673.—समय समय पर त्रुटिग्रस्त भारतीय मानक संस्था प्रमाणन चिन्ह विनियम 1955 के विनियम 14 के उपविनियम (4) के अनुसार अधिसूचित किया जाता है कि लाइसेंस संख्या सी.एम/एल-0534845 जिसके ध्येय नवी अनुसूची में दिए गए हैं, पहली नवम्बर उन्नीस सौ ब्यासी से रद्द कर दिया गया है।

अनुसूची

क्रम सं०	लाइसेंस संख्या व तिथि	लाइसेंसधारी का नाम व पता	रद्द किए गए लाइसेंस के अधीन वस्तु/प्रक्रिया	संबंधी भारतीय मानक
1.	सी.एम/एल-0534845 1976-07-09	मेसर्स अय्यप्पा ऐग्रो केमिकल्स संख्या 27 ए, कोतूर रोड, सुलेस्वरणपट्टी डाकघर पोलाची-642006 कोयंबटूर जिला	बी.एच.सी. घूलन चूर्ण	IS : 561-1978 बी.एच.सी. घूलन चूर्णों की विशिष्टि.

[सी.एम.डी/55 : 0534845]
ए०पी० बनर्जी, अपर महानिदेशक

S. O. 1673.—In pursuance of sub-regulation (4) of regulation 14 of the Indian Standards Institution (Certification Marks) Regulation 1955 as amended from time to time, the Indian Standards Institution hereby notifies that licence No. CM/L-0534845 particulars of which is given below has been cancelled with effect from First November, one thousand nine hundred eightytwo.

SCHEDULE

Sl. No.	Licence No. and date	Name and Address of the licensee	Article/Process covered by the licence cancelled	Relevant Indian Standard
1.	CM/L-05348 45 76-07-09	M/s. Ayyappa Agro Chemicals, No. 27-A, Koottur Road, Suleswaranpatty Post, Pollachi-642006 Coimbatore Dist.	BHC DP	IS : 561-1978 Specification for BHC Dusting Powders.

[CMD/55 : 0534845]

A.P. BANERJI, Additional Director General

ऊर्जा मंत्रालय
(पेट्रोलियम विभाग)

जालंधर टर्मिनल स्टेशन

सूची पिठ जालंधर

जालंधर मार्च 4, 1983

का०मा० 1674.—यतः इस संलग्न अनुसूची में विनिर्दिष्ट और पेट्रोलियम खनिज पाइपलाईन (भूमि में उपयोग के अधिकारी का अर्जन) अधिनियम, 1962 की धारा 8 की उपधारा (1) के अधीन प्रकाशित भारत सरकार की अधिसूचना द्वारा इण्डियन प्रायल कारपोरेशन लिमिटेड के लिए उत्तर प्रदेश में मथुरा से पंजाब में जालंधर तक पेट्रोलियम के परिवहन के लिए उस संलग्न अनुसूची में विनिर्दिष्ट भूमियों के उपयोग का अधिकार अजित कर लिया गया है।

और यतः इण्डियन प्रायल कारपोरेशन लिमिटेड ने उक्त अधिनियम की धारा 7 की उपधारा (1) के खण्ड (1) में निर्दिष्ट प्रक्रिया की अनुसूची में निर्दिष्ट गाँव के नाम के सामने दिखाई गई तिथि से पर्यवसित कर दिया है।

अब यतः पेट्रोलियम और खनिज पाइपलाइन (भूमि के उपयोग के अधिकारों का अर्जन), नियमावली 1963 के नियम 4 के अधीन संलग्न अधिकारी उक्त निधि को ऊपर निर्दिष्ट नकिया पर्यवसान के रूप में एतद्वारा अधिसूचित करते हैं।

अनुसूची

व्ययन क्षेत्र से मथुरा जालंधर तक पाइप लाइन संक्रिया पर्यवसान

सहस्री जालंधर	जिला जालंधर	राज्य पंजाब	संक्रिया	राजपत्र में पर्यवसान की तिथि
मंत्रालय का नाम	गांव	का०मा० सं०	भारत के	संक्रिया
1	2	3	4	5
ऊर्जा	1 क्षेभी	2104	5-6-1982	खरीफ
(पेट्रोलियम विभाग)	2 रामोदरपुर	12020/12/81		1982
	3 तलहून	परीड		
	4 धर्मोवाली			
	5 पूरनपुर			
	6 डिलवा			
	7 नगल शामा			
	8 लधेवाली			
	9 जालंधर			
	10 सूची पिठ			

[क्रमांक एम जी पी एल/जुल/एल ए/565]

अपठनीय, सक्षम अधिकारी

MINISTRY OF ENERGY

(Department of Petroleum)

Jullundur, the 8th March, 1983

S.O. 1674.—Whereas by the notification of Government of India as shown in the schedule appended hereto and issued under sub-section (1) of section 6 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962, the Right of User has been acquired in the lands

specified in the schedule appended thereto for the Indian Oil Corporation Limited for the transport of petroleum from Mathura in Uttar Pradesh to Jullundur in Punjab.

And whereas the Indian Oil Corporation Limited has terminated the operation referred to in clause (i) of sub-section (1) of section 7 of the said Act on the date shown against the name of village in the schedule.

Now, therefore, under rule 4 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Rules, 1963, the Competent Authority hereby notifies the said date as the date of termination of the said operation.

SCHEDULE

Termination of operation of Pipeline from

Tehsil : Jullundur		District : Jullundur		State : Punjab
Name of Ministry	Name of village	S.O.No. Notification No. u/s 6(1)	Date of publication in Gazette of India	Date of Termination
1	2	3	4	5
Energy (Deptt. of Petroleum)	1. Semi 2. Damodarpur 3. Talhan 4. Dhanowali 5. Puranpur 6. Dhilwan 7. Nangal Shama 8. Ladhe Wali 9. Jullundur 10. Suchi Pind	2104 12020/12/81 Prod.	5-6-1982	Kharif 1982

[No. MJPL/JUL/LA/565]

Sd. Illegible

Competent Authority

संस्कृति विभाग

(भारतीय पुरातत्व विभाग)

नई दिल्ली, 10 मार्च, 1983

DEPARTMENT OF CULTURE

(Archaeological Survey of India)

New Delhi, the 10th March, 1983

का० आ० 1675—केन्द्रीय सरकार, प्राचीन संस्मारक और पुरा-स्तवीय स्थल और अवशेष अधिनियम, 1958 (1958 का 24) की धारा 4 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, भारत के राजपत्र, भाग 2, खंड 3, उपखंड (ii) तारीख 7-3-1981 में पृष्ठ 831-32 पर प्रकाशित संस्कृति विभाग (भारतीय पुरातत्व सर्वेक्षण) की अधिसूचना सं० 763 तारीख 27-12-1980 को विरुद्धित करती है।

S.O. 1675.—In exercise of the powers conferred by section 4 of the Ancient Monuments and Archaeological Sites and Remains Act, 1958 (24 of 1958), the Central Government hereby rescinds the Government notification, Department of Culture (Archaeological Survey of India) S.O. No. 763 dated 27-12-1980, published in the Gazette of India, Part II Section 3-Sub-section (ii), dated 7-3-1981 at pages 831-32.

[सं० 2/67/76- संस्मा०]

[No. 2/67/76-M]

(पुरातत्व)

का० आ० 1676.—केन्द्रीय सरकार की राय है कि इससे उपाबद्ध अनुसूची में विनिर्दिष्ट पुरातत्वीय स्थल और अवशेष राष्ट्रीय महत्व के हैं ;

अतः केन्द्रीय सरकार प्राचीन संस्मारक तथा पुरातत्वीय स्थल और अवशेष अधिनियम, 1958 (1958 का 24) की धारा 4 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए उक्त पुरातत्वीय स्थल और अवशेषों राजपत्र में इस अधिसूचना के प्रकाशन की तारीख से राष्ट्रीय महत्व का घोषित करने के अपने आशय की दो मास की सूचना देती है।

केन्द्रीय सरकार, उक्त प्राचीन संस्मारकों में द्विबद्ध किसी भी व्यक्ति से इस प्रकार विनिर्दिष्ट दो मास की अवधि के भीतर प्राप्त किसी आक्षेप पर विचार करेगी।

अनुसूची

राज्य	जिला	तहसील	अवस्थान	संस्मारक का नाम	संरक्षण के अधीन सम्मिलित किए जाने वाले सर्वेक्षण प्लॉट नं०
1	2	3	4	5	6
आन्ध्र प्रदेश	प्रकाशम्	कान्तिगिरी	कान्तिगिरी	नीचे दिए गए स्थल रेखांक में यथा- दर्शात एस० संख्या 454, 456, 457 और 458 में समाविष्ट भोगुला गोड़ी नामक प्रागैतिहासिक स्थल ।	नीचे दिए गए स्थल रेखांक में यथावर्षित सर्वेक्षण प्लॉट सं० 454, 456, 457 और 458 के भाग ।

क्षेत्रफल	सीमाएं	स्वामित्व	टिप्पणियां
7	8	9	10

20.69 हेक्टर

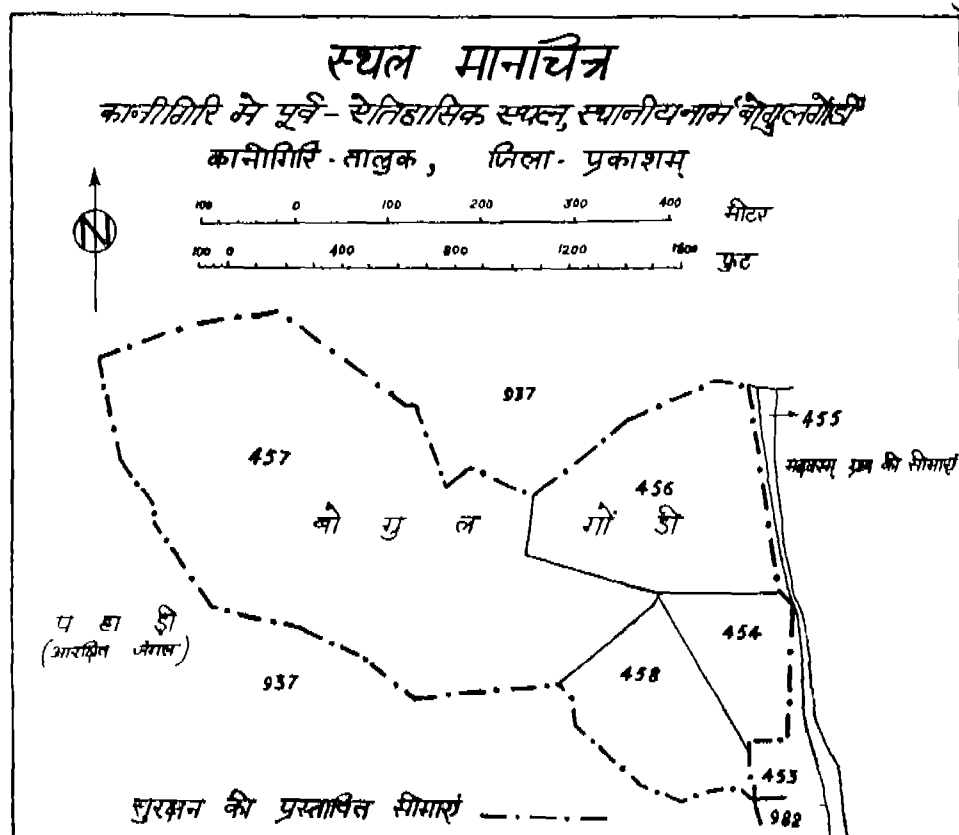
उत्तर—सर्वेक्षण प्लॉट सं० 937 का भाग ।

प्राइवेट

पूर्व—सर्वेक्षण प्लॉट सं० 453 और 455

दक्षिण—सर्वेक्षण प्लॉट सं० 937 का भाग ।

पश्चिम—सर्वेक्षण प्लॉट सं० 937 का भाग ।



[सं० 2/51/76-स्मा०]

(ARCHAEOLOGY)

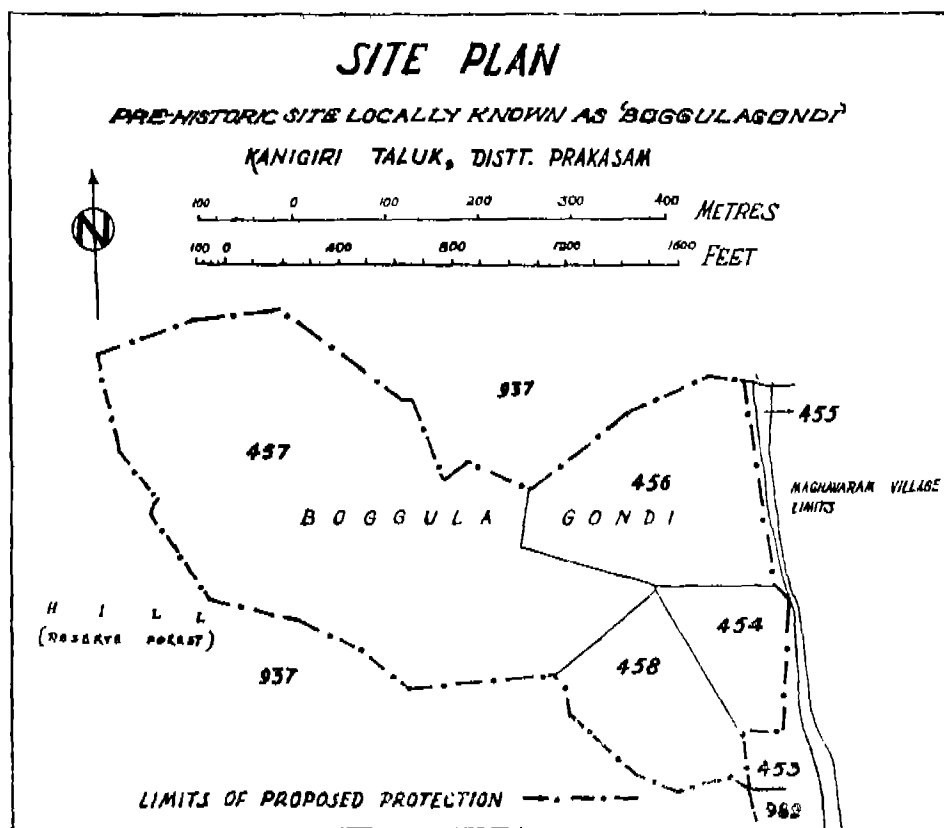
S.O. 1676 :—Whereas the Central Government is of opinion that the archaeological site and remains specified in the Schedule annexed hereto is of national importance;

Now, therefore, in exercise of the powers conferred by sub-section(1) of section 4 of the Ancient Monuments and Archaeological Sites and Remains Act, 1958 (24 of 1958), the Central Government hereby gives two months' notice of its intention to declare the said archaeological site and remains to be of national importance from the date of publication of this notification in the Official Gazette.

Any objection which may be received within a period of two months from any person interested in the said ancient monument within a period of two months so specified will be taken into consideration by the Central Government.

SCHEDULE

State	District	Tehsil	Locality	Name of site	Revenue plot number to be included under protection.	Area	Boundaries	Owner ship	Remarks
1	2	3	4	5	6	7	8	9	10
Andhra Pradesh	Prakasam	Kanigiri	Kanigiri	Pre-historic site locally known as 'Boggula Gondi' comprising in survey plot Nos. 434, 456, 457 and 458 as shown in the site-plan reproduced below.	Survey plot numbers 454, 456, 457 and 458 as shown in the site-plan reproduced below.	20.69 Hectars.	North : Part of survey plot No. 937 East : Survey plot Nos. 453 and 455. South : Part of Survey plot No. 937. West : Part of Survey plot No. 937.	Private	



[No. 2/31/-76-M]

(पुरातत्व)

क्रा० आ० 1677.—केन्द्रीय सरकार की राय है कि इससे उपान्वद्ध अनुसूची में विनिर्दिष्ट प्राचीन संस्मारक राष्ट्रीय महत्व के हैं ;

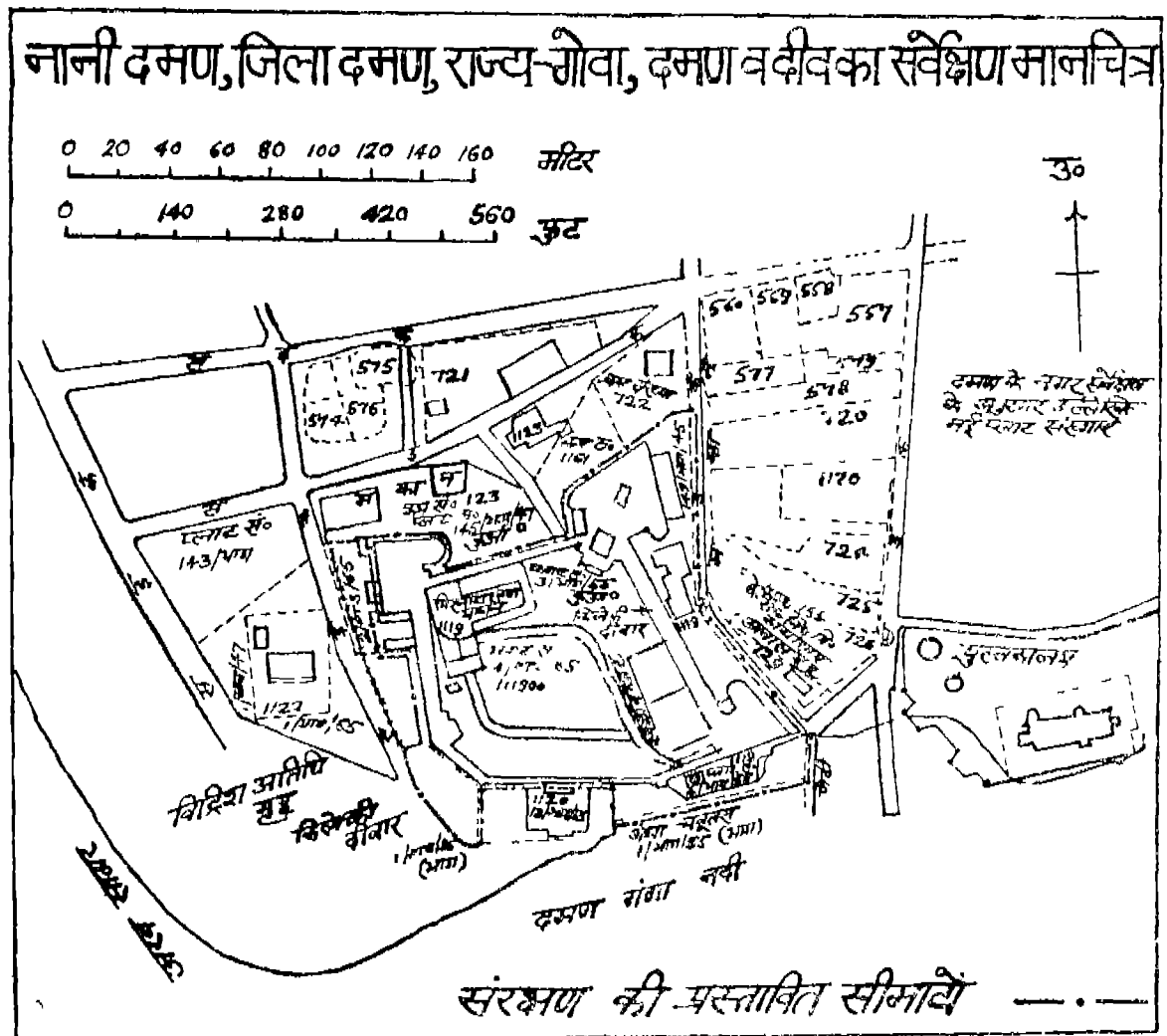
अतः केन्द्रीय सरकार, प्राचीन संस्मारक तथा पुरातत्त्वस्थल और अवशेष अधिनियम, 1958 (1958 का 24) की धारा 4 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए उक्त प्राचीन संस्मारकों को राजपत्र में इस अधिसूचना के प्रकाशन की तारीख से राष्ट्रीय महत्व का घोषित करने के अपने आशय की दो मास की सूचना देती है ।

केन्द्रीय सरकार, उक्त प्राचीन संस्मारकों में हितबद्ध किसी भी व्यक्ति से इस प्रकार विनिर्दिष्ट दो मास की अवधि के भीतर प्राप्त किसी आक्षेप पर विचार करेगी ।

अनुसूची

राज्य	जिला	तहसील	अवस्थान	संस्मारक का नाम	संरक्षण के अधीन सम्मिलित किए जाने वाले सर्वेक्षण प्लॉट सं०
1	2	3	4	5	6
गोवा, दमण और दीव	दमण	नानी दमण	दमण गंगा नदी का उत्तरी किनारा	नीचे दिए गए स्थल रेखांक में यथा- दक्षिण एस० संख्या 4/पीटी० एस०/55 और 149/पी० टी० एस०/47 में समाविष्ट क्षेत्र और 6/पी० टी० एस०/55 तथा (पुराने एस० सं० 339, 520, 886, 896, 1118 और 149) के भाग सहित किले की दीवारें	नीचे दिए गए स्थल रेखांक में यथा- दक्षिण सर्वेक्षण प्लॉट सं० 4/पी० टी० एस०/47 और सर्वेक्षण प्लॉट सं० 6/पी० टी० एस०/55 तथा 1/पी० टी० एस०/55 (पुराने एस० सं० 339, 520, 886, 896, 1118 और 1119) के भाग

क्षेत्र	सीमाएं	स्वामित्व	टिप्पणी
7	8	9	10
1 523 हेक्टर	उत्तर—सर्वेक्षण प्लॉट सं० 145/पी० टी० एस०/47 पूर्व—सड़क और सर्वेक्षण प्लॉट सं० 4/पी० टी० एस०/55 (पुराने एस० सं० 1119) और 6/पी० टी० एस०/55 के क्षेत्र भाग। दक्षिण—सर्वेक्षण प्लॉट सं० 13/पी० टी० एस०/55 और दमण गंगा नदी। पश्चिम—सर्वेक्षण प्लॉट सं० 2/पी० टी० एस०/55	सरकार	गिरजाघर, किले की दीवारों के भीतर कब्रिस्तान और किले की दीवारों के बाहर लोक सभ्य विभाग का कार्यालय और निवास स्थान, संरक्षण में नहीं हैं।



[सं० 2/10/77-स्मा०]

डी० मित्र, महानिदेशक,
और पदेन संयुक्त सचिव

(ARCHAEOLOGY)

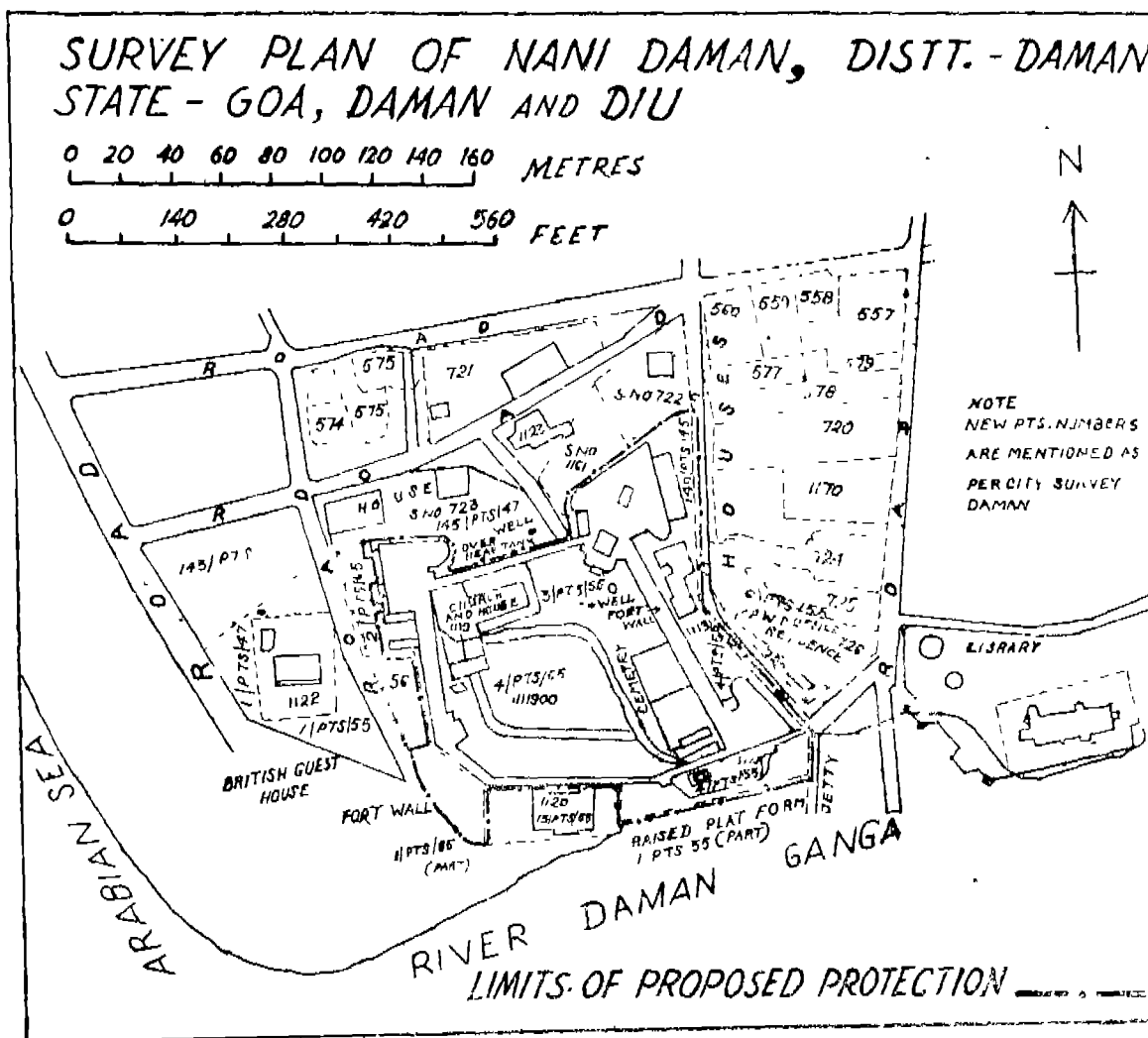
S.O. 1677 :—Whereas the Central Government is of opinion that the ancient monument specified in the Schedule annexed hereto is of national importance;

Now, therefore, in exercise of the powers conferred by subsection (1) of section 4 of the Ancient Monuments and Archaeological Sites and Remains Act, 1958 (24 of 1958), the Central Government hereby gives two months' notice of its intention to declare the said ancient monument to be of national importance from the date of publication of this notification in the Official Gazette.

Any objection which may be received within a period of two months from any person interested in the said ancient monument within a period of two months so specified will be taken into consideration by the Central Governments.

SCHEDULE

Union Territory	District	Tehsil	Locality	Name of ancient Monument	Revenue plot numbers to be included under protection	Area	Boundaries	Ownership	Remarks
1	2	3	4	5	6	7	8	9	10
Goa, Daman & Diu	Daman	Nani Daman	North bank of river Daman Ganga	fort walls together with area comprised in s. Nos 4/PTS/55 and 149/PTS/47 and part of s. Nos. 6/PTS/55 and 1/PTS/55 (old S. Nos. 339, 520 866, 896, 1118 and 1119) as shown in the site plan reproduced below	Survey plot Nos. 4/PTS/55 and 149/PTS/47 and parts of Survey plots Nos. 6/PTS/55 and 1/PTS/55 (old S. Nos. 339, 520, 866 896, 1118 and 1119 as shown in the site plan reproduced below.	1.523 Hectares	North : Survey plot No. 145/PTS/47 East : Road and remaining portions of survey Plot Nos 4/PTS/55 (old S. No. 1119) and 6/PTS/55 South : Survey, plot No. 13/PTS/55 and river Daman Ganga. West : Survey plot No. 2/PTS/55	Government	Church, house cemetery inside the fort walls and the P.W. D. office and residence outside the fort wall are excluded from protection.



[No. 2/10/77-M]

Sd/-

D. MITRA, Director General and
Ex-Officio Joint-Secy.

प्राणी विकास मंत्रालय

नई दिल्ली, 5 मार्च, 1983

का० आ० 1678.—केन्द्रीय सरकार, कृषि उपज (श्रेणीकरण और चिन्हांकन) अधिनियम, 1937 (1937 का 1) की धारा 3 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, ऊन श्रेणीकरण और चिन्हांकन नियम 1975 में और संशोधन करना चाहती है। जैसा कि उक्त धारा में अपेक्षित है, प्रस्तावित संशोधनों का निम्नलिखित प्रारूप उन सभी व्यक्तियों की जानकारी के लिए प्रकाशित किया जा रहा है जिनके मामले प्रभावित होने की संभावना है। इसके द्वारा सूचना दी जाती है कि उक्त प्रारूप पर इस अधिनियम के राजपत्र में प्रकाशन की तारीख से पैंतालीस दिन की अवधि की समाप्ति के पश्चात विचार किया जाएगा।

ऊपर विनिर्दिष्ट अवधि की समाप्ति से पूर्व नियमों के उक्त प्रारूप की बाबत जो भी आक्षेप या सुझाव किसी व्यक्ति से प्राप्त होंगे केन्द्रीय सरकार उन पर विचार करेगी।

नियमों का प्रारूप

1. इन नियमों का नाम उन श्रेणीकरण और चिन्हांकन (संशोधन) नियम, 1983 है।

2. ऊन श्रेणीकरण और चिन्हांकन नियम, 1975 में, नियम 15 के स्थान पर निम्नलिखित नियम रखा जाएगा, अर्थात्—

“प्राधिकरण की विशेष शक्तें

(1) एक लाठ में केवल एक श्रेणी की ऊन प्राप्त की जाएगी।

(2) इन नियमों के प्रयोजनों के लिए जारी किये गये प्रत्येक प्राधिकृत पत्र को शर्तें निम्नलिखित होंगी; अर्थात्—

(क) ऊन व्यापारियों के परिसर तथा गांठ दाब-यंत्र साफ और सुखे होंगे और उनमें ऊन साफ करने, उसकी छंटाई करने, गांठ बनाने, तोलने, भंडारण, सरकारी निरीक्षण तथा चिन्हन हेतु पर्याप्त साधन तथा सुविधाएं होंगी।

(ख) नमूना देने की पद्धति, परीक्षण, चिन्हांकन और दाब के पहले तथा बाद में उन का निरीक्षण और उनके अभिलेख रखने के बारे में, कृषि विपणन मलाहकार भारत सरकार द्वारा समय-समय पर जारी किये गये सभी अनुदेशों का सभी संबद्ध व्यक्तियों द्वारा पूरी तरह पालन किया जाएगा।

(ग) श्रेणी अभिधान चिन्हन केवल प्राधिकार प्रमाण-पत्र में उल्लिखित वस्तुओं और उसमें उल्लिखित परिमर्गों को लागू होंगे।

(घ) प्राधिकार प्रमाण-पत्र के प्रदर्शन के दौरान, उसका धारक, सभी युक्तियुक्त समयों पर उसमें नागित परिमर्गों में, कृषि विपणन मलाहकार, भारत सरकार या केन्द्रीय सरकार द्वारा सम्बन्धित प्राधिकृत किसी भी व्यक्ति को भाले देगा और उसको यह अभिनिश्चित करने के लिए सुविधाएं देगा कि चिन्हन सही किया जा रहा है।

(ङ) प्राधिकार प्रमाण-पत्र का धारक/ प्रत्येक श्रेणी अभिधान में चिन्हित पैकेजों की संख्या का अभिलेख रखेगा। कृषि विपणन मलाहकार, भारत सरकार या केन्द्रीय सरकार द्वारा सम्बन्धित प्राधिकृत किसी व्यक्ति को अभिलेखों की परीक्षा करने देगा।

(च) प्राधिकार प्रमाण-पत्र का धारक, कृषि विपणन मलाहकार, भारत सरकार या केन्द्रीय सरकार द्वारा सम्बन्धित प्राधिकृत किसी व्यक्ति को किसी श्रेणीकृत उपज का नमूना देने और श्रेणी अभिधान चिन्हन वाले किसी पैकेट का निरीक्षण करने देगा परन्तु यह तब जबकि सभी नमूनों के दाम दे दिए गये हों।

(छ) कृषि विपणन मलाहकार, भारत सरकार या केन्द्रीय सरकार द्वारा इस निमित्त प्राधिकृत कोई व्यक्ति किसी श्रेणीकृत उपज से श्रेणी अभिधान चिन्हन को रद्द कर सकता है या हटा सकता है (यदि उस व्यक्ति द्वारा वह उपज, उस वस्तु के लिए विशिष्ट क्वालिटी की परिभाषा के अनुरूप न पाई जाए) :

परन्तु जब भी बितरकों को, न कि प्राधिकृत पैकर की, श्रेणीकृत उपज से श्रेणी अभिधान चिन्हन हटाया जाए तब प्राधिकृत पैकर, जब उसे कृषि विपणन मलाहकार, भारत सरकार द्वारा वैसा निदेश दिया जाए तब बितरकों को, श्रेणी अभिधान चिन्हन के हटाए जाने के परिणामस्वरूप हुई हानि पूरी करेगा, और यह हानि उस अनिश्चित मूल्य के आधार पर प्राप्ति की जाएगी जो उचित तौर पर श्रेणीकृत उपज में अश्रेणीकृत उत्पाद की तत्सम मात्रा के चारू बाजार मूल्य में ऊपर अभि-प्राप्त हुआ होता।

(ज) कृषि उपज (श्रेणीकरण और चिन्हन) अधिनियम, 1937 के अधीन बनाए गये सभी नियमों (और कृषि विपणन मलाहकार भारत सरकार द्वारा, समय-समय पर जारी किए गए नमूनों-चयन, विपणन, सांघिक विवरणियों प्रस्तुत करने आदि से संबंधित सभी अनुदेशों) का पालन किया जायेगा।

(झ) कोई भी प्राधिकार प्रमाण-पत्र कृषि विपणन मलाहकार, भारत सरकार या केन्द्रीय सरकार द्वारा इस निमित्त प्राधिकृत किसी अन्य व्यक्ति द्वारा रद्द, प्रसिद्ध, उपान्तरित या निवन्धित किया जा सकता है, परन्तु प्राधिकार प्रमाण-पत्र धारक को, प्राधिकार प्रमाण-पत्र में कथित पत्र पर 14 दिन पूर्ण लिखित रूप में सूचना दी जाएगी और उसे यह हेतुक बर्णित करने का अवसर दिया जाएगा कि उसका प्राधिकार प्रमाण-पत्र रद्द, प्रति-सिद्ध, उपान्तरित या निवन्धित क्यों न कर दिया जाए।

(ञ) कोई भी प्राधिकार प्रमाण-पत्र धारक, कृषि विपणन मलाहकार, भारत सरकार की लिखित सहमति से, अपने कारबार के कामज पत्रों और सूची पत्रों पर ऐगमार्फ डिजाइन की प्रतिकृति का उपयोग कर सकता है।

(ट) श्रेणीकृत उपज को चिन्हित रीति में चिन्हित करने के लिए अपेक्षित कोई स्टेंसिल, रबड़ की मोहर पंच मशीन या अन्य औजार अथवा लेखन केवल कृषि विपणन मलाहकार, भारत सरकार या उसके द्वारा प्राधिकृत किसी व्यक्ति से अपने दाम देकर अभिप्राय किए जाएंगे, जिनसे केन्द्रीय सरकार द्वारा समय-समय पर इस निमित्त नियत किए जाए, और वे, प्राधिकार प्रमाण-पत्र धारक द्वारा निगपद अभिरक्षा में रखे जाएंगे और जब वह प्राधिकार प्रमाण-पत्र विधिमार्ग न रहे तब पाबत्साध्य कृषि विपणन मलाहकार, भारत सरकार या उक्त प्राधिकृत व्यक्ति को वापिस कर दिए जाएंगे।

(ठ) श्रेणीकृत उपज को चिन्हित रीति में चिन्हित करने के लिए अपेक्षित श्रेणी अभिधान चिन्हन लेखकों या किसी स्टेंसिल, रबड़ की मोहर, पंच मशीन या अन्य औजार का जारी किया जाना या प्रयोग, कृषि विपणन मलाहकार, भारत सरकार या उसके द्वारा इस निमित्त प्राधिकृत किसी व्यक्ति द्वारा, उसकी अवधि के लिए जितनी वह वैधता विपणन के हित में समीचीन समझे बिना सूचना के रोक जा सकता है या वापिस लिया जा सकता है, यदि उसका समाधान हो जाए या उसके पास यह विश्वास करने का कारण हो कि प्राधिकृत पैकर, श्रेणी अभिधान चिन्हन का सही रूप में प्रयोग नहीं कर रहा है या उसके सही रूप में प्रयोग करने की संभावना नहीं है, और

(ड) प्राधिकार प्रमाण-पत्र धारक, श्रेणी अभिधान चिह्नों से चिह्नित अनुसूची वस्तुओं का क्वालिटी नियंत्रण प्रयुक्त करने के लिए उपायो, जिनमें नमूने का परीक्षण और उन वस्तुओं का निरीक्षण भी है, के संबंध में या ऐसी वस्तुओं के किसी वर्ग के विक्रय-संबंधन के लिए किए गए प्रचार कार्य के संबंध में उपगत खर्चों मद्दे ऐसे प्रचारों का संयाय करेगा जो केन्द्रीय सरकार द्वारा समय-समय पर विहित किए जाएँ।”

[सं० 13-10/76-ए०एम०]

टिप्पण : 1. पहला संशोधन भारत के राजपत्र भाग 2 खंड 3, उपखंड (ii) तारीख 8-5-1982 में का० आ० 1671 के रूप में ग्रामीण विकास मंत्रालय की अधिसूचना सं० 13-10/76-ए०एम०, तारीख 12 अप्रैल, 1982 के अधीन प्रकाशित किया गया था।

MINISTRY OF RURAL DEVELOPMENT

New Delhi, the 5th March, 1983

S.O. 1678.—The following draft of certain rules to amend the Wool Grading and Marking Rules, 1975, which the Central Government proposes to make, in exercise of the powers conferred by section 3 of the Agricultural Produce (Grading and Marking) Act, 1937 (1 of 1937), as required by the said section, for the information of all persons likely to be affected thereby, and notice is hereby given that the said draft will be taken into consideration after the expiry of a period of forty-five days from the date of publication of this notification in the Official Gazette.

Any objection or suggestion which may be received from any person with respect to the said draft before the expiry of the period so specified will be considered by the Central Government.

DRAFT RULES

1. These rules may be called the Wool Grading and Marking (Amendment) Rules, 1983.

2. In the Wool Grading and Marking Rules, 1975, for rule 15, the following rule shall be substituted, namely :—
“Special conditions of authorisation—

(1) Wool of one grade only shall be packed in one lot.

(2) The undermentioned conditions shall be the conditions of every Certificate of Authorisation issued for the purpose of these rules, namely :—

(a) the premises of wool merchants and baling presses shall be clean and tidy and shall provide adequate space, facilities for cleaning, sorting, baling, weighing, storage, official inspection and marking of wool ;

(b) all instructions regarding method of sampling, testing marking and inspection of wool before and after the pressing and maintenance of records thereof, issued by the Agricultural Marketing Adviser to the Government of India from time to time shall be strictly observed by all concerned ;

(c) grade designation marks shall only be applied to the articles mentioned in the Certificate of Authorisation and at the premises therein mentioned ;

(d) during the operation of the Certificate of Authorisation, the holder thereof shall, at all reasonable times, give access to the premises named therein to any person duly authorised by the Agricultural Marketing Adviser to the Government of India or by the Central Government and shall afford him facilities for ascertaining that marking is being correctly performed ;

(e) the holder of the Certificate of Authorisation shall keep a record of the number of packages marked with each grade designation mark and shall permit any person duly authorised by the Agricultural Marketing Adviser to the Government of India or by the Central Government to examine the records ;

(f) the holder of the Certificate of Authorisation shall permit any duly authorised person by the Agricultural Marketing Adviser to the Government of India or by the Central Government to take samples of any graded produce or to open and inspect any package bearing a grade designation mark, provided that all samples shall be paid for ;

(g) any person authorised in this behalf by the Agricultural Marketing Adviser to the Government of India or by the Central Government may cancel or remove a grade designation mark from any graded produce (should such produce be found by such person as not to comply with the definition of quality prescribed for that article; provided that whenever grade designation marks are removed from graded produce belonging to distributors, and not to authorised packers, the latter shall, when so directed by the Agricultural Marketing Adviser to the Government of India, make good to the former any loss sustained as a result of the removal of the grade designation mark, the loss being estimated on the basis of the additional value that the properly graded produce would have obtained in the market over and above the current market value of the corresponding quantity of the ungraded product) ;

(h) all the rules made under the Agricultural Produce (Grading and Marking) Act, 1937 (and all instructions regarding methods of sampling, analysis, submission of periodical returns, etc. which may be issued from time to time, by the Agricultural Marketing Adviser to the Government of India), shall be observed ;

(i) any Certificate of Authorisation may be cancelled, revoked, modified or suspended by the Agricultural Marketing Adviser, to the Government of India or by any other person authorised by the Central Government in that behalf, provided that 14 days notice in writing shall be given to the Certificate holder at the address stated on the Certificate of Authorisation and an opportunity given him for showing cause why his Certificate of Authorisation shall not be cancelled, revoked, modified or suspended ;

(j) any holder of a Certificate of Authorisation may, with the written consent of the Agricultural Marketing Adviser to the Government of India, use a replica of the Agmark design on his business papers and catalogues ;

(k) any stencil, rubber stamp, punch or other instrument or label required for marking graded produce in the prescribed manner shall be obtained only from the Agricultural Marketing Adviser to the Government of India or a person authorised by him on payment of such charges as the Central Government may, from time to time, fix in this behalf shall be kept in safe custody by the holder of the Certificate of Authorisation, and shall, so far as may be returned to the Agricultural Marketing Adviser to the Government of India or such authorised person when the Certificate of Authorisation ceases to be valid ;

(l) the issue of use of grade designation mark labels or any stencil, rubber stamp, punch or other instrument required for marking graded produce in the prescribed manner may be withheld or withdrawn by the Agricultural Marketing Adviser to the Government of India or a person authorised by him in this behalf without any notice, for such period as he may consider expedient in the interest of better marketing if he is satisfied or has reasons to believe that the authorised packer is not applying, or is not likely to apply, grade designation marks correctly ; and

(m) the holder of a Certificate of Authorisation shall pay such charges as may be prescribed by the Central Government from time to time, towards the expenses incurred in connection with measures for enforcing the quality control of scheduled articles marked with grade designation marks including testing of samples and inspection of such articles or with any publicity work carried out to promote the sale of any class of such articles.”

[No. F. 13-10/76-AM]

Note.—First amendment was published under the notification No. 13-10/76-AM dated 21-4-1982 of the Ministry of Rural Development as S.O. No. 1671 in the Gazette of India Part II—Section 3—Sub-section (ii) dated 8-5-1982.

शुद्धिपत्र

नई दिल्ली, 5 मार्च, 1983

का० आ० 1679—भारत के राजपत्र, भाग 2, खंड 3, उपखंड (2) तारीख 14 अगस्त, 1982 के पृष्ठ 2922 पर प्रकाशित भारत सरकार के ग्रामीण विकास मंत्रालय की अधिसूचना संख्या 2888 में,—

- (1) प्रथम पंक्ति में, "कीमती" शब्द के पश्चात् "मक्खन" शब्द पढ़ें।
- (2) दूसरी पंक्ति में "981" अंकों के स्थान पर, "1982" अंक पढ़ें।

[संख्या एक 13-11/77-ए० एम०]

CORRIGENDA

New Delhi, the 5th March, 1983

S.O. 1679.—In the English version of the notification of the Government of India in the Ministry of Rural Development, No. S.O. 2888, dated the 28th July, 1982 published in the Gazette of India, Part II, Section 3, Sub-section (ii), dated the 14th August 1982, in rule 2(i), in line 7, after the figures and letters '250 gm', the figures and letters '400 gm' shall be inserted.

[No. F. 13—11/77-AM]

नई दिल्ली, 9 मार्च, 1983

का० आ० 1680—भारत के राजपत्र, भाग 2, खंड 3, उपखंड (2) तारीख 23 मई, 1981 के पृष्ठ सं० 1648 से 1650 पर भारत सरकार के ग्रामीण पुनर्निर्माण मंत्रालय की अधिसूचना सं० का० आ० 1577 तारीख 7 मई, 1981 के अधीन प्रकाशित आम की खाटी और अमचूर श्रेणीकरण और चिह्नान्कन नियम, 1981 में,—

- (क) पृष्ठ सं० 1648 पंक्ति सं० 17 में "खाम" शब्द का लोप किया जाएगा।
- (ख) पृष्ठ सं० 1648 पंक्ति सं० 25 और 38 में "बी ट्रिबल" शब्दों के स्थान पर "बी-ट्रिबल" पढ़ें।
- (ग) पृष्ठ सं० 1649 पंक्ति सं० 9 में "15 सें. मी०" शब्दों के स्थान पर "15 मि० मी०" पढ़ें।
- (घ) पृष्ठ सं० 1649, पंक्ति सं० 17 में "भूरा और सफेद" शब्दों के स्थान पर 'सफेद से भूरा' पढ़ें।
- (ङ) पृष्ठ सं० 1649 पंक्ति सं० 32 में "अमचूर है" शब्दों के स्थान पर "अमचूर नाम है" पढ़ें।
- (च) पृष्ठ सं० 1650 पंक्ति सं० 7 में "परिरक्षकों" शब्द के स्थान पर "परिरक्षकों तथा" पढ़ें।
- (छ) पृष्ठ सं० 1650 पंक्ति सं० 16 और 17 में "एम्बार्क भारतीय उत्पाद" शब्दों का लोप किया जाएगा।

[संख्या 10/12/79-ए०एम०]

बी० बी० टेकरीवाला, निदेशक

New Delhi, the 9th March, 1983

S.O. 1680.—In the Standard Raw Mango Slices and Powder Grading and Marketing Rules, 1981, published with the notification of the Government of India in the Ministry of Rural Reconstruction, No. S.O. 1577, dated the 7th May, 1981, in the Gazette of India, Part II, Section 3, Sub-section (ii), dated the 22nd May, 1981, at pages 1651 to 1653,—

(1) at page 1652,—

- (c) in line 3, for 'at' read 'as';
- (b) in line 8, for 'cm' read 'mm';

- (c) in line 14, for "Special" read "Special";
- (d) in line 16, for 'dired' read 'dried';
- (e) in line 28, for 'and' read 'end';
- (f) in line 33, for 'commecially' read 'commercially';
- (g) in line 38, for 'as' read 'ash';
- (h) in line 44, for 'Amuchur' read 'Amchur';
- (i) in line 46, for 'cl' read 'clean' and for 'dired' read 'dried';
- (j) in lines 49 and 51, for 'flavom' read 'flavour';
- (k) in line 50 for 'mustyodour' read 'musty odour';
- (l) in line 56 for 'preservations' read 'preservatives'.

[No. 10-12/79-AM]

B.D. TEKRIWAL, Director
(Marketing)

संचार मंत्रालय

(डाक तार बोर्ड)

नई दिल्ली, 12 मार्च, 1983

का.आ. 1681.—स्थायी आदेश संख्या 627, दिनांक 12-3-83 8 मार्च, 1960 द्वारा लागू किये गये भारतीय तार नियम, 1951 के नियम 434 के खण्ड 3 के पैरा (क) के अनुसार डाक-तार महानिदेशक ने कल्लिमानूर/कलाम्बलम टेलीफोन केन्द्र में दिनांक 1-4-83 से प्रमाणित दर प्रणाली लागू करने का निश्चय किया है।

[संख्या 5-9/83-पी.एच.बी.]

MINISTRY OF COMMUNICATIONS

(P&T Board)

New Delhi, the 12th March, 1983

S.O. 1681.—In pursuance of Para (a) of Section III of Rule 434 of Indian Telegraph Rules, 1951, as introduced by S.O. No. 627 dated 8th March, 1960, the Director General, Posts and Telegraphs, hereby specified 1-4-1983 as the date on which the Measured Rate System will be introduced in Kallambalam/Kilimanoor Telephone Exchanges Kerala Circle.

[No. 5-9/83-PHB]

नई दिल्ली, 15 मार्च, 1983

का.आ. 1682.—स्थायी आदेश संख्या 627, दिनांक 8 मार्च, 1960 द्वारा लागू किए गए भारतीय तार नियम, 1951 के नियम 434 के खंड (3) के पैरा (क) के अनुसार डाक-तार महानिदेशक ने बुधना टेलीफोन केन्द्र में दिनांक 1-4-1983 से प्रमाणित दर प्रणाली लागू करने का निश्चय किया है।

[संख्या 5-7/83-पी.एच.बी.]

New Delhi, the 15th March, 1983

S.O. 1682.—In pursuance of para (a) of Section III of Rule 434 of Indian Telegraph Rules, 1951, as introduced by S.O. No. 627 dated 8th March, 1960, the Director General, Posts and Telegraphs, hereby specified 1-4-1983 as the date on which the Measured Rate System will be introduced in Budhana Telephone Exchange Maharashtra Circle.

[No. 5-7/83-PHB]

का. मा. 1683 :—स्थायी आदेश संख्या 627, दिनांक 8 मार्च, 1960 द्वारा लागू किये गये भारतीय तार नियम, 1951 के नियम 434 के खण्ड 3 के पैरा (क) के अनुसार डाक-तार महा-निदेशक ने ब्रुवनगिरी/आरणी/पुलिकट टेलीफोन केंद्र में दिनांक 1-4-83 से प्रमाणित दर प्रणाली लागू करने का निश्चय किया है ।

[संख्या 5-4/82-पीएचबी]

S.O. 1683.—In pursuance of para (a) of Section III of Rule 434 of Indian Telegraph Rules, 1951, as introduced by S.O. No. 627 dated 8th March, 1960, the Director General, Posts and Telegraphs, hereby specified 1-4-1983 as the date on which the Measured Rate System will be introduced in Bhuvanagiri/Arani/Pulicat Telephone Exchanges Tamil Nadu Circle.

[No. 5-4/82-PHB]

सा. का. 1684 :—स्थायी आदेश संख्या 627, दिनांक 8 मार्च, 1960 द्वारा लागू किये गये भारतीय तार नियम, 1951 के नियम 434 के खण्ड 3 के पैरा (क) के अनुसार डाक-तार महा-निदेशक ने मोहनूर टेलीफोन केंद्र में दिनांक 1-4-83 से प्रमाणित दर प्रणाली लागू करने का निश्चय किया है ।

[संख्या 5-4/83-पीएचबी]

S.O. 1684.—In pursuance of para (a) of Section III of Rule 434 of Indian Telegraph Rules, 1951, as introduced by S.O. No. 627 dated 8th March, 1960, the Director General, Posts and Telegraphs, hereby specified 1-4-1983 as the date on which the Measured Rate System will be introduced in Mohanur Telephone Exchange Tamil Nadu Circle.

[No. 5-4/83-PHB]

का. मा. 1685 :—स्थायी आदेश संख्या 627, दिनांक 8 मार्च, 1960 द्वारा लागू किये गये भारतीय तार नियम, 1951 के नियम 434 के खण्ड 3 के पैरा (क) के अनुसार डाक-तार महा-निदेशक ने पेनुगोन्डा टेलीफोन केंद्र में दिनांक 1-4-83 से प्रमाणित दर प्रणाली लागू करने का निश्चय किया है ।

[संख्या 5-6/82-पीएचबी (पीटी 1)]

S.O. 1685.—In pursuance of para (a) of Section III of Rule 434 of Indian Telegraph Rules, 1951, as introduced by S.O. No. 627 dated 8th March, 1960, the Director General, Posts and Telegraphs, hereby specified 1-4-83 as the date on which the Measured Rate System will be introduced in Penugonda Telephone Exchange Andhra Pradesh Circle.

[No. 5-6/82-PHB (PT)]

का. मा. 1686 :—स्थायी आदेश संख्या 627, दिनांक 8 मार्च, 1960 द्वारा लागू किये गये भारतीय तार नियम, 1951 के नियम 434 के खण्ड 3 के पैरा (क) के अनुसार डाक-तार महा-निदेशक ने जगदल/जगदलपेट टेलीफोन केंद्र में दिनांक 1-4-83 से प्रमाणित दर प्रणाली लागू करने का निश्चय किया है ।

[संख्या 5-8/83-पीएचबी]

S.O. 1686.—In pursuance of para (a) of Section III of Rule 434 of Indian Telegraph Rules, 1951, as introduced by S.O. No. 627 dated 8th March, 1960, the Director General, Posts and Telegraphs, hereby specified 1-4-1983 as the date

on which the Measured Rate System will be introduced in Jeddcherla/Jaggayyapet Telephone Exchange Andhra Pradesh Circle.

[No. 5-8/83-PHB]

नई दिल्ली, 18 मार्च, 1983

का. मा. 1687 :—स्थायी आदेश संख्या 627, दिनांक 8 मार्च, 1960 द्वारा लागू किये गये भारतीय तार नियम, 1951 के नियम 434 के खण्ड 3 के पैरा (क) के अनुसार डाक-तार महा-निदेशक ने चन्नापेट्टा/कन्निरकूलम/काराकोणम टेलीफोन केंद्र में दिनांक 1-4-1983 से प्रमाणित दर प्रणाली लागू करने का निश्चय किया है ।

[संख्या 5-10/82-पी. एच. बी.]

वार. सी. कटारिया, सहायक महा-निदेशक
(पी. एच. ए.)

New Delhi, the 18th March, 1983

S.O. 1687.—In pursuance of para (a) of Section III of Rule 434 of Indian Telegraph Rules, 1951, as introduced by S.O. No. 627 dated 8th March, 1960, the Director General, Posts and Telegraphs, hereby specified 1-4-1983 as the date on which the Measured Rate System will be introduced in Karakonam/Kannirakulam/Channappettah Telephone Exchanges Kerala Circle.

[No. 5-10/82-PHB]

R. C. KATARIA, Asstt Director General (PHB)

MINISTRY OF LABOUR & REHABILITATION

(Department of Labour)

New Delhi, the 9th March, 1983

S.O. 1688.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal No. 2, Dhanbad in the industrial dispute between the employers in relation to the management of Barkakana Area of M/s. C.C.L. P.O. Barkakana and Argada Area of M/s. C.C.L. P.O. Argada, Distt., Hazaribagh and their workmen, which was received by the Central Government on the 4th March, 1983

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO. 2) AT DHANBAD

Reference No. 59 of 1981

In the matter of an industrial dispute under Section 10(1)(d) of the Industrial Disputes Act, 1947

PARTIES :

Employers in relation to the management of Barkakana Area of C.C.L., P.O. Barkakana and Argada Area of C.C.L., P.O. Argada, Distt. Hazaribagh.

AND

Their Workmen.

APPEARANCES :

For the Employers—Shri T. P. Choudhury, Advocate and Shri R. S. Murthy, Advocate.

For the workmen—Shri S. Bose, Advocate and Shri N. Mahato, Advocate.

STATE : Bihar

INDUSTRY : Coal

Dhanbad, the 28th February, 1983

AWARD

This is a reference under S. 10 of the I. D. Act, 1947. The Central Government by its order No. L-24011(2)/81-D.

IV(B) dated the 7th September, 1981 has referred this dispute to this Tribunal for adjudication on the following terms :—

"Whether the action of the management of A. K. Colliery Sayal 'D' Colliery of Barkakana Area and Sirka Colliery of Argada Area of Central Coalfields Ltd., Distt. Hazaribagh in not paying NCWA-II Category-I wages to their Clay cartridge Makers (as detailed in the annexure) is justified? If not, to what relief the workmen concerned are entitled?"

List of Workers making Clay cartridge A. K. Colliery Barkakana Area

1. Ramsing Munda
2. Lalan Munda
3. Shatrughan Munda
4. Bharat Munda
5. Panna Lal Munda
6. Karam Singh
7. Leel Madho
8. Ghasi Munda
9. Muchi Munda
10. Kamla Munda
11. Shibu Munda
12. Khudia Munda
13. Sanichara Munda
14. Ganesa Munda
15. Lallan Munda
16. Sumitra Devi
17. Mangri Devi
18. Sudhan Devi
19. Parbatia Devi
20. Durga Devi
21. Nomi Devi
22. Shanti Devi
23. Bigu Uraon.
24. Dashmi Devi
25. Ramni Devi
26. Kerawati Devi
27. Mangla Devi
28. Rajbala Devi
29. Chhota Devi
30. Somri Devi
31. Somra Uraon
32. Smt. Parbatiya Devi
33. Bigu Uraon.

Sirka Colliery Argada Area

1. Bilulal Kunihar
2. Phulka Kumari
3. Babulal
4. Riguwa Ghasi
5. Gopal Ghasi
6. Munki Ghasi
7. Phunta Devi
8. Sripado Mahato
9. Dulari
10. Tulsia
11. Bandhan
12. Jamni Devi
13. Bigu Uraon

List of workers making clay cartridge Sayal 'D' Colliery.

1. Sri Mahabir Munda
2. Shri Jögeya Munda
3. Smt. Sohni Devi
4. Smt. Phula Devi

5. Shri Kailas
6. Smt. Jhalwa Devi
7. Shri Lakhan Munda
8. Shri Ramjan Lohar
9. Smt. Phulmani Devi
10. Smt. Ramni Devi
11. Smt. Nanki Devi
12. Smt. Dasmi
13. Smt. Savitri
14. Shri Gobardhan Singh
15. Smt. Jagopwari Devi
16. Smt. Sudha
17. Smt. Samia
18. Smt. Saino Devi
19. mt. Samudri
20. Shri Tipu Uraon
21. Smt. Rukmani Devi
22. Smt. Phulo Devi
23. Smt. Dahri Devi
24. Shri Basant
25. Smt. Birsi
26. Smt. Jatri
27. Smt. Gangi
28. Smt. Salo
29. Sri Bajrangi Munda
30. mt. Saroj Devi
31. Shri Turia Munda
32. Smt. Parbatiya Devi
33. Smt. Panowa Devi
34. Shri Jokhan Jado
35. Smt. Somri Devi
36. Smt. Nilmani
37. Shri Maikal Uraon
38. Smt. Muni Devi.

This Reference No. 59 of 1981 was heard along with Reference No. 29 of 1981. Both these references were heard together with the consent of the parties and the evidence of both the cases are placed in record No. 29 of 1981. So instead of discussing both the cases separately it will be convenient to consider the evidence together. The Awards will be however separate in both the cases.

There is no provision in Industrial Disputes Act for analogous hereing has given in Civil Procedure Code but such type of hearing are not debarred under Industrial Disputes Act or Rules. After all, hearing of the matter, common in two cases, if convenient to the parties could be lawfully done and therefore I have allowed prayer of the parties to lead common evidence.

In these two cases the employers are M/s. Central coalfields Ltd. having headquarters at Ranchi. In Reference No. 29 of 81 Quid—A colliery is involved while in Reference No. 59 of 1981 Barkakana Area and Argada Area of the same employer, M/s. Central Coalfields Ltd. are the employers. The workmen in both the cases are clay cartridge mazdoors, commonly known as Golamitti workers. The workman's case in brief is that they have been working as Clay cartridge Mazdoors for atleast 16 years. They prepared clay cartridge used in the collieries for the purpose of blasting of Coal. In fact clay cartridge of a particular shape is required in the underground for extraction of Coal by blasting method. Before natinalisation the general practice was to cut coal by manual labour by Pick Axe. But in such of the collieries when sophisticated machineries were in use the blasting method for extraction of coal was in vogue. Mazumdar Award with regard to Coal Industrial has classified clay cartridge mazdoors as piece rated workers, and they were paid according to the number of clay cartridge prepared by them. Wage Board has described them as Clay cartridge Mazdoors in Category-I. The system however has varied. For instance in BCCL the Clay Cartridge

mazdoors in their different collieries used to be paid according to the number of clay cartridges produced by them. They generally work in the premises of the Colliery. Somewhere the collieries provided facilities as working shed, water and some time earth also for preparation of clay cartridge. They had to be located nearly the mines pit for the simple reason that clay cartridges are only dried in sun and so have to be carried underground carefully. These clay cartridge makers were paid at varying rates such as Rs. 8 to 10 per thousand of Clay cartridges.

In both these cases the plea of the workmen is that they have been engaged in preparation of clay cartridge and they prepare clay cartridge in the premises of the colliery in which the aforesaid facilities have been given by the management of the collieries. According to the workmen they are paid wages per head instead of payment at piece rate. The management on the other hand has taken the plea that no clay cartridge maker is in employment of the collieries and therefore they are not the workmen of the collieries. According to them some of the concerned workmen in both the cases have been shown to be the suppliers of clay cartridges and they are paid at varying rates for the supplies. In fact these suppliers give their bills and on the basis of the bills payment is made to them. It has been denied by the management that there is any relationship of employer and employee between the management and the workmen. Another point has been taken is that this reference is not maintainable at the instance of Jharkhand Mazdoor Sangh because no union of workmen in these collieries exist and they have no right to represent the workmen.

The point for consideration is, therefore, as to whether these concerned workmen in both the reference cases are the workmen of the collieries owned by Messrs Central Coalfields Ltd. The second point for consideration is as to whether this reference is maintainable. We shall take the second point first.

Shri T. P. Choudhury, Advocate represented the management in both the cases assisted by Shri R. S. Murthy, Advocate. According to Shri Choudhury, Jharkhand Mazdoor Sangh is not the recognised union and the followers so are so meagre that it cannot be said to have representative capacity. But it has been admitted by MW-9 in his cross-examination that Mrs. S. Tudoo, Secretary of Jharkhand Mazdoor Sangh participated in different meetings in capacity of Secretary of this Union. MW-9 is connected with the Personnel Department of Central Coalfields Ltd. and mostly this department deals with the union. Moreover, the workmen have also said that they are the members of Jharkhand Mazdoor Sangh. So although this union may not be recognised by the employers it must be held that this Union functions. Moreover, this is the point which should have been taken at the time of conciliation. I therefore hold that at the instance of Jharkhand Mazdoor Sangh this dispute was properly raised and this Reference is maintainable.

We will now come up for discussion of the main question as to whether these concerned workmen should be said to be the workmen of the collieries of M/s. Central Coalfields Ltd. The union has adduced six witnesses including the Secretary Mrs. S. Tudoo of Jharkhand Mazdoor Sangh. WW-1 is Balkoo who is working as Gola Matti Mazdoor in Gidi A colliery. His evidence is that 20 gola matti workers work in Gidi A colliery. Their work is supervised by colliery personnel and that they are working under the control of the management. WW-2 is Dahri Devi who works in Sayal D colliery along with 39 workers and she has also deposited the same as MW-1. Similarly WW-3 is Ramji Sahu who is not a Gola Matti worker but has seen the gola matti workers working within the colliery premises. WW-4 is Gia Devi who is one of the gola matti worker in Sayal D Colliery. She has said that she is working from 8 A.M. to 4 P.M. daily for which payment is made by the management. WW-5 is Kumari who works in Gidi A colliery is a workman in Ref. No. 29 of 1981. WW-7 is Kumar Singh Munda who has said that he is working along with 32 workmen in A. K. Colliery. His evidence is that in Sirka Colliery also there are 13 workers similarly working. WW-6 is Mrs. S. Tudoo, Secretary, Jharkhand Mazdoor Sangh who has said that how the dispute was raised. She has further said that she has authority from the Central Committee of the Union to the dispute in Central Coalfields Ltd.

The management has produced 9 witnesses. MW-1 Shri S. B. Singh is from A. K. Colliery. MW-2 is Shri A. B. Saran is from Gidi A and Sirka Colliery. MW-3 Shri R. Gope is from A. K. Colliery. MW-4 Shri J. P. Singh is from Gidi A colliery. MW-5 K. N. Prasad is from Sayal D Colliery. MW-6 Shri B. N. Tewari is from Sirka Colliery. MW-7 Mahmood Khan is from Sirka Colliery. MW-8 Shri S. S. Singh is from Sayal D Colliery. MW-9 Shri U. Narayan is from Baikakana Area. Among them MWs, 3, 4, 5, 7 and 9 are formal witnesses and the rest are on merits.

The management alone have filed documents in order to show that the management received Clay cartridges from suppliers. Shri S. B. Singh, MW-1 is Project Officer and he worked in A. K. Colliery as well as Sayal D Colliery. He has proved one file Ext. M-1. According to him Ram Singh Munda was the supplier of Gola matti from the same file a list of clay cartridge bills Ext. M-2 MW-2 Shri A. B. Saran has proved vouchers in a bunch which are Ext. M-3. There are 31 vouchers relating to the supply of Gola matti in Sirka Colliery signed by Shri D. Ram and Girdhari Prasad who are said to be suppliers. MW-3 Shri R. Gope has come to say that Ram Singh Munda is the supplier of clay cartridge and the vouchers as shown by him was Ext. M-2 was passed for payment. MW-4 has said that there were 3 suppliers of gola matti in Gidi A colliery viz. Balkoo, Smt. Yasoo and Smt. Nasima Khatoon. He made payment to these suppliers. In Ext. M-3 Balkoo puts his signature and Smt. Yasoo and Smt. Nasima Khatoon put their thumb impressions. MW-5 Shri Karuna Nidhan Prasad is Cashier of Sayal D colliery. He has proved vouchers for supply of gola matti (Ext. M. 6). MW-6 Shri B. N. Tewari is Dy. Chief Mining Engineer working at Sirka, since 1982. Prior that he was the Superintendent of Mines in Sirka, Colliery since 1976 and even prior to that he was colliery manager. He has said that in Ext. M-4 there is one voucher relating to the payment to Girdhari Prasad and the rest relate to supply of gola matti by Shri D. Ram, supplier. Ext. M. 5 consist of duplicate vouchers relating to payment of Girdhari Prasad. He has signed those vouchers. MW-7 Mahmood Khan is the Cashier of Sirka Colliery since 1977. He has said that Girdhari Prasad and D. Ram received payment as gola matti suppliers and he made payment to them. He has deposed that in Ext. M-4 there are vouchers relating to payment to Shri D. Ram and Girdhari Prasad. MW-8 Shri S. S. Singh has also but support the case of the management. MW-9 Shri Upendra Narayan has proved a strike notice marked Ext. M-8. Another strike notice is Ext. M-7. Ext. M-9 is a letter received from Mrs. S. Tudoo, Secretary, Jharkhand Mazdoor Sangh.

We need not discuss in details the evidence of witnesses who have come to depose in favour of their respective cases. I have already said that gola matti workers are a class of workers specified in Coal Wage Board Recommendation. Some where they are piece rated workers and some where they are designated as time rated workers in Category-I. I had occasion to deal with such types of cases and in all those cases the management took the plea that the relationship of employer and employee did not exist between the management and the workmen. It was however, evident that although the management did not treat them as their workers they did prepare clay cartridges for the collieries. In some cases of BCCL the evidence was very clear that the management gave them all facilities such as shed for working, water for wetting the earth for preparation of clay cartridge etc. It was held in those cases that such type of workers were within the meaning of clay cartridge workers as defined by the Wage Board in their recommendation. In the present case the management witnesses have not admitted that the workmen concerned in both these cases at all worked in the colliery premises. It was also denied that the management provided them with any facilities for preparation of gola matti. The witnesses for the management however did not know any of these so called clay cartridge mazdoors and they were only concerned with some of them whom they treated as clay cartridge suppliers. But this much is admitted by the management that all these persons who call themselves cartridge makers reside within the colliery premises. According to the management they make clay cartridges in spare hours near river Damodar. The management witnesses have admitted that river Damodar falls on the bank of these collieries. It is therefore apparent that apart from the evidence adduced on behalf of the workmen the clay cartridges are prepared within the colliery

premises. The evidence on behalf of the management is that these clay cartridge makers are free to supply clay cartridges to other collieries too but around the concerned collieries are the collieries of this very management i.e. Central Coalfields Ltd. No evidence has been produced to show that the suppliers to these collieries also supply clay cartridges to other collieries. It means that the workmen concerned prepare clay cartridges within their respective collieries and the same is supplied through some of them to the collieries who have been designated by the management as gola matti suppliers. It has been contended on behalf of the workmen that all the time these clay cartridge mazdoors have to earn their living by making clay cartridges and they are completely at the mercy of the colliery management. According to the workmen. They have only the oral evidence in support of the facts that the management has provided them with facilities to prepare clay cartridges. It is however been argued that the management witnesses have fully blanketed the truth by showing that they do not know the concerned workmen who are clay cartridges makers.

The case of the concerned workmen is based on a Supreme Court decision reported in 1978 Lab. I.C. 1264 equivalent to AIR 1978 1410. This is popularly known as Hussainbhai's case. The principal laid down by their Lordship is the following :—

"The true test may, with brevity, be indicated once again. Where a worker or group of workers labours to produce goods or services and these goods or services are for the business of another, that other is, in fact, the employer. He has economic control over the workers' subsistence, skill, and continued employment. If he, for any reason, chokes off, the worker is, virtually, laid off. The presence of intermediate contractors with whom alone the workers have immediate or direct relationship ex contractu is of no consequence when, on lifting the veil or looking at the connectus of factors governing employment, we discern the naked truth, though draped in different perfect paper arrangement that the real employer is the Management, not the immediate contractor."

Their Lordships have observed the following :—

"If the livelihood of the workmen substantially depends on labour rendered to produce goods and services for the benefit and satisfaction of an enterprise, the absence of direct relationship or the presence of dubious intermediaries or the make-believe trappings of detachment from the Management cannot snap the real-life bond. The story may very but the inference defines genuinity. The liability cannot be shaken off."

Of course if there is total dissociation in fact between the disowning management and the aggrieved workmen the employment is in substance and real-life terms, by another. The Management's adventitious connections cannot ripen into real employment."

The case cited above is further supported by a celebrated decision as reported in 1982 Lab I C 1646. In this case certain contractors engaged labour for construction work at Delhi during Asian Games and they were not paid minimum wages. A public interest litigation under Article 32, 226 and 394 was filed before their Lordships of Supreme Court. Their Lordships found that Writ Petition was in order and held that the Government as the Principal employer had the responsibility to see that minimum wages were paid. In this case the rates of payment are very low and these clay cartridges makers are not being paid either according to the Group-I wages or Cat-I wages.

The evidence in this case is that in some of the collieries the management of Central Coalfields Ltd paid to such clay cartridge mazdoor Cat-I wages. I have experience that in BCCI, also clay cartridge mazdoors are placed in Cat-I or group-I. So either group-I or Cat-I wages would be the minimum wage for such type of workers who make clay cartridge. In these two cases the workmen have been denied the minimum wages as the law requires that they should get minimum wages.

It has been contended by the management that since there is no relationship of employer and employee between these workmen and the management of CCL, the management are not bound to give them wages. This is no doubt true that the workmen have not been treated so far as workmen of the collieries where they prepare and supply clay cartridges. But the two judgements quoted above would go to show that M/s. Central Coalfields Ltd. is the principal employer and as such these workmen cannot be denied their lawful right to claim minimum wages as Cat-I Mazdoors. Moreover, my attention has been drawn to the terms of reference which postulates that the concerned workmen are workmen. What I mean to say is that the dispute before me is for regularisation and payment of Cat-I wages by the management. This reference does not show that the dispute is as to whether the concerned workmen are workmen at all.

This is a point which is important and my attention has been drawn to the fact that the management cannot introduce a new case at the reference stage by supplementing the terms of reference.

Now the position is clear that viewed from any point of view the concerned workmen are clay cartridge makers for a pretty long time and therefore, their services should be regularised and they should be put to the Category-I of the Wage Board Recommendation.

Thus considering all aspects of the case, I have to hold that the action of the management of A. K. Colliery, Sayal 'D' Colliery of Barkakana Area and Sirka Colliery of Argada Area of Central Coalfields Ltd Distt. Hazaribagh in not paying NCWA-II Category-I wages to their Clay cartridge makers (as detailed in the annexure) is not justified. Consequently the concerned workmen should be paid NCWA-II Category-I wages.

This is my Award.

J. P. SINGH, Presiding Officer
[No. L-24011(2)/81-D IV(B)]

New Delhi, the 10th March, 1983

S.O. 1689.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal No. 3, Dhanbad, in the industrial dispute between the employers in relation to the management of Lower Konda Colliery of Messrs Eastern Coalfields Ltd., and their workman, which was received by the Central Government on the 8th March, 1983.

**BEFORE THE CENTRAL GOVERNMENT TRIBUNAL—
CUM—LABOUR COURT NO. 3, DHANBAD**

Reference No. 13/82

PRESENT :

Shri J. N. Singh, Presiding Officer.

PARTIES :

Employers in relation to the management of Lower Konda Colliery of M/s Eastern Coalfields Ltd

AND

Their workman

APPEARANCES :

For the Employers—Sri S. K. Sarkar.

For the Workman—Sri Farook Hussain, Ors Secretary.

INDUSTRY : Coal

STATE : West Bengal

Dated, the 1st March, 1983

AWARD

The Government of India in the Ministry of Labour in exercise of the powers conferred on them u/s 10(1)(d) of the Industrial Disputes Act, 14 of 1947 has referred the dispute to this Tribunal for adjudication under Order No. L-19012(59)/81-D IV(B) dated the 15-3-82.

SCHEDULE

"Whether the action of the Agent of Lower Kenda Colliery in terminating the services of Shri Baleswar Ahir, Guard from 19-11-1977 is justified? If not, to what relief the workman is entitled?"

2. On 25-2-83 both the parties have filed a joint petition of compromise duly signed on their behalf and they pray that an award be passed in terms of the settlement.

3. I have gone through the settlement which is beneficial for the workman.

4. In the circumstances the award is passed in terms of the settlement which shall form part of the award.

J. N. SINGH, Presiding Officer

[No. L-19012(39)/81-D. IV (B)]

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 3, AT DHANBAD

Reference No. 13 of 1982

PARTIES :

The Employers in relation to the management of Lower Kenda Colliery of M/s. E. C. Ltd.

AND

Their workmen represented by the General Secretary Colliery Mazdoor Union (INTUC), Cinema Road Ukhra (Burdwan).

The Employer and the workman jointly beg to state :—

1. That, after mutual discussion the parties have agreed to settle the dispute which is the subject matter of this reference on the following terms :—

(i) That, after taking a sympathetic view of the case of the concerned workman who claims to have been suffering from mental disease the employers have reconsidered his case and have agreed to allow him to resume his duty after publication of the Award.

(ii) It has been agreed by the workmen that they or the concerned workmen will not claim any wages or other financial benefits whatsoever for the period of his non-employment on and from 19-11-1977 till the date of his resumption.

(iii) That, the concerned workman will be deemed to have been reinstated in his former job from the date he resumes after publication of the Award and the period of his non-employment as aforesaid will not effect the continuity of his service under the employer company.

The parties will bear the respective costs of the reference
The Parties most humbly pray :—

That as the settlement of the aforesaid dispute on the terms stated above will be conducive for the industrial peace of the establishment, the Hon'ble Tribunal will please to accord its approval for the said settlement and to pass an Award accordingly in this reference by treating this petition as a part thereof.

On behalf of the workmen
Concerned Workman :
(LTI of Shri Baleswar Ahir)

On behalf of the employer
Agent
Lower Kenda Colliery
Witness :

- 1.
- 2.

(Sd/-) General Secretary, Colliery Mazdoor Union (INTUC)
The signatures have been verified and done in my presence
Personnel Manager,
Eastern Coalfields Ltd.,
Kenda Area.

S.O. 1690.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government

hereby publishes the following award of the Central Government Industrial Tribunal No. 3, Dhanbad, in the industrial dispute between the employers in relation to the management of Bankola Colliery of Messrs Eastern Coalfields Limited, and their workmen, which was received by the Central Government on the 5th March, 1983.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT NO. 3, DHANBAD

Reference No. 46/82

PRESENT :

Shri J. N. Singh, Presiding Officer.

PARTIES :

Employers in relation to the management of Bankola Colliery of M/s. Eastern Coalfields Ltd., P.O. Ukhra, Dist. Burdwan.

AND

Their workman

APPEARANCES :

For the Employers—Sri M. Bakshi, Sr. Personnel Officer

For the Workman—Sri J. D. Lal, Advocate.

INDUSTRY : Coal.

STATE : West Bengal

Dated, the 1st March, 1983

AWARD

The Government of India in the Ministry of Labour in exercise of the powers conferred on them U/s. 10(1)(d) of the Industrial Disputes Act, 14 of 1947 has referred the dispute to this Tribunal for adjudication under Order No. L-19012(9)/82-D.IV(B) dated the 13th May, 1982.

SCHEDULE

"Whether the action of the management of Bankola of M/s. Eastern Coalfields Ltd., P.O. Ukhra, Dist. Burdwan in terminating the services of Sri Amin Sheikh, General Mazdoor with effect from 19-12-79 is justified? If not, to what relief is the workman concerned entitled?"

2. On 22-2-83 both the parties have filed a joint petition of compromise duly signed on their behalf and they pray that an award be passed in terms of the settlement.

3. I have gone through the settlement which is beneficial for the workman.

4. In the circumstances the award is passed in terms of the settlement which shall form part of the award.

J. N. SINGH, Presiding Officer

[No. L-19012(9)/82-D.IV(B)]

MEMORANDUM OF SETTLEMENT

On behalf of the Management.—Shri S. K. Mitra, General Manager, Bankola Area.

On behalf of the Union.—Shri C. S. Banerjee, Gen. Secretary, C.M.U. (INTUC)

Shri Md. Amin Sheikh, the workman, S/o Late Matlabhar, Village, Umrapur, P. S. Suti, Dist. Murshidabad.

Short Recital of the case :

The above was a general mazdoor at Bankola Colliery.

On and from 23-12-75 he remained absent without any information and continued to remain so for a period of 4 years. Since no information was received from him, his name was struck off from the rolls of the colliery.

The workman and the Union concerned contended that the workman was seriously ill and he was under treatment of a doctor from 23-12-7 to 18-12-79 and he applied to the Management with the Medical certificate on 19-12-79 and again he applied on 23-4-80 praying for allowing him to resume duty. He was not allowed.

Thereafter, the case was taken up in conciliation which ended in failure and is now pending before the Dhanbad Tribunal with reference to Ref. No. 46 of 1982. The case is fixed for hearing on 22-2-83.

After prolonged discussion regarding the merits and demerits of the case and to keep better industrial relations, the parties agreed to resolve the dispute on the following terms and conditions.

Terms and Conditions :—

1. Shri Md. Amin Sheikh, General Mazdoor will be taken on the rolls at Bankola colliery wherefrom his name was struck off.
2. The period of his absence due to sickness and subsequent period till the date he reports for duty at Bankola colliery would be treated as absence without leave.
3. He will not be entitled to any wages, bonus annual increment or any other benefits for the above period.
4. His basic wages of N.C.W.A.-I is to be converted as per conversion table of N.C.W.A.-II
5. Date of annual increment will remain the same as it was before the above period.
6. The workman shall report for duty to the Agent, Bankola colliery within 7 days from the date of his settlement.
7. Both the parties, having agreed to the above, signs the settlement as a token of full and final settlement of the dispute.

For and on behalf of the
Management.

S. K. MITRA,

General Manager, Bankola Area.

WITNESSES :

(1) S. K. ACHARYA

Personnel Manager, Bankola Area.

Md. Amin Sheikh
the workman.

(2) A. T. GUPTA, Office Supd^t, Bankola Area.

S.O. 1691.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, Calcutta, in the industrial dispute between the employers in relation to the management of Seetalpur Colliery of Messrs Eastern Coalfields Limited, Post Office Dishergarh, District Burdwan and their workmen, which was received by the Central Government on the 9th March 1983.

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL :
CALCUTTA

Reference No. 36 of 1982

PARTIES :

Employers in relation to the management of Seetalpur Colliery.

AND

Their Workmen

APPEARANCES :

On behalf of the Employers—Mr. H. S. Sahney, Agent.

On behalf of Workmen—Mr. Nagendra Nath Sinha,
Vice-President of the Union.

STATE : West Bengal

INDUSTRY : Coal

AWARD

The following dispute was sent to this Tribunal for adjudication by the Government of India, Ministry of Labour, by their Order No. L-19012(89)/82-D.IV(B) dated 22nd September, 1982 :

“Whether the action of the management of Eastern Coalfields Ltd., P.O. Dishergarh, Distt. Burdwan in relation to Seetalpur Colliery in refusing to pay the wages for the period from 21-6-78 to 21-11-78 to Shri Rambadan Harijan, is justified ? If not, to what relief is the workman entitled ?”

2. The case became matured for hearing and it was fixed for hearing an amendment petition of the written statement of the management on 21-2-83. On that date the parties appeared and filed a compromise petition and prayed for an award in terms of the said petition. I have gone through the compromise petition and I find it reasonable and for the benefit of the parties. I, therefore, accept the same and pass an ‘Award’ terms of the said compromise petition which will form part of this Award as Annexure ‘A’.

Dated, Calcutta,

The 28th February, 1983.

Sd/-

M. P. SINGH, Presiding Officer.

ANNEXURE ‘A’

BEFORE THE HON’BLE PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL,
CALCUTTA

In the matter of Reference No. 36 of 1982

PARTIES :

Employers in relation to the management of Seetalpur Colliery of Eastern Coalfields Ltd.

AND

Their Workmen

Joint petition of compromise :

Both the parties herein concerned beg most respectfully to submit as under :

1. The above matter is pending adjudication before the Hon’ble Tribunal and the matter has not been heard as yet.

2. That, in the meantime, both the parties discussed the dispute herein concerned mutually and without prejudice to their respective averments made in their written statements have settled the dispute as in the order of reference on the following terms :—

(i) That the management agrees to pay to Shri Ram Badan Harijan, the workman concerned in the dispute his fifty per cent wages for all working days during the period from July ’78, to 21st November 1978 when he could not work owing to the order of transfer dated ECHCMD/C-6(IIT/78/1779/of 29-5-78.

(ii) That the payment as per clause (i) above will be made within one month from the date this settlement is accepted by the Hon’ble Tribunal.

(iii) That the workmen agree that by this settlement the instant dispute and any matter arising out of the

present order of reference is fully and finally resolved and the workmen shall have no claim whatsoever for any other amounts or back wages arising out of the instant matter.

(iv) That both the parties shall bear their own cost for the present proceedings.

3. That both the Parties pray that the Hon'ble Tribunal may be graciously pleased to accept the settlement as fair and proper and may be further pleased to pass an Award in terms of this settlement.

And for this act to kindness both the parties, as in duty bound, shall ever pray.

Dated this the 18th day of February, 1983.

NAGENDER NATH SINHA

H. S. SAHNEY

For and on behalf of the

For and on behalf of the

workman.

Employers.

18-2-83.

[No. L-19012(89)/82-D.IV(B)]

New Delhi, the 11th March, 1983

S.O. 1692.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal No. 3, Dhanbad, in the industrial dispute between the employers in relation to the management of Mineral Exploration Corporation Limited, Searsole, Rajbari, District Burdwan and their workman, which was received by the Central Government on the 9th March, 1983.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT NO. 3, DHANBAD

Reference No. 79/82

PRESENT :

Shri J. N. Singh, Presiding Officer.

PARTIES :

Employers in relation to the management of Mineral Exploration Corporation Ltd., Searsole Rajbari, Dist. Burdwan.

AND

Their workman

APPEARANCES :

For the Employers—Shri R. S. Murthy, Advocate.
For the Workman—None.

STATE : West Bengal

INDUSTRY : Coal

Dated, the 3rd March, 1983

AWARD

The Govt. of India in the Ministry of Labour in exercise of the powers conferred on them U/s. 10(1)(d) of the Industrial Disputes Act, 1947 (14 of 1947) has referred the dispute to this Tribunal for adjudication under Order No. L-19012(70)/82-D.IV(B) dated the 29th July, 1982.

SCHEDULE

"Whether the action of the management of Mineral Exploration Corporation Ltd., Searsole Project, P.O. Searsole Rajbari, Dist. Burdwan not to allow Shri Nirodh Baran Ghosh, Waterman, in his duty with effect from 25-10-81 is justified? If not to what relief the workman concerned is entitled?"

2. It appears that this Reference was registered by this Court on 16-8-82 and notices were issued to the parties for

submitting their written statements by 22-9-82. On 22-9-82 the management appeared and filed written statement but none appeared on behalf of the union and hence another date was given to the union for filing written statement. On the next date i.e. 21-10-82 again though the management was present but none appeared for the union and a fresh notice was issued to them for filing written statement-cum-rejoinder on 26-11-82. On 26-11-82 both the parties were absent and hence fresh notice was again issued to both of them fixing the case on 21-12-82. On 21-12-82 though the management appeared but the union did not turn up and another notice was sent to them that if they do not turn up on the next date the case shall proceed ex parte against them. The case was accordingly adjourned to 24-1-83, but on that date the written statement was filed through post and the parties were sent registered notice to come ready for hearing on 2-3-83.

3. On 2-3-83 inspite of receipt of the registered notice the union again absented themselves and did not come ready for hearing.

4. For the above orders it will appear that the union is not at all interested in the case as they are not coming ready inspite of notices.

5. In the circumstances there is no alternative but to pass a 'no dispute' award. Accordingly a 'no dispute' award is passed.

Sd/-

J. N. SINGH, Presiding Officer.

[No. L-19012(70)/82-D.IV(B)]

New Delhi, the 16th March, 1983

S.O. 1693.—In pursuance of section 17 of the Industrial disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal No. 2 Dhanbad, in the industrial dispute between the employers in relation to the management of Dhori Area of Central Coalfields Limited, and their workmen, which was received by the Central Government on the 10th March, 1983.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO. 2) AT DHANBAD.

PRESENT :

Shri J. P. Singh,

Presiding Officer

Reference No. 75 of 1982

In the matter of an industrial dispute, under S. 10(1)(d) of the Industrial Disputes Act, 1947.

PARTIES :

Employers in relation to the management of Dhori Area of Central Coalfields Ltd., P. O. Dhori, Dist. Ghidih.

AND

Their Workmen

APPEARANCES :

On behalf of the employers.—Shri R. S. Murthy, Advocate.

On behalf of the workmen.—Shri Madhusudan Pd. Singh, Area Secretary, Koyla Mazdoor Union, P. O. Dhori, Dist. Giridih.

STATE : Bihar.

INDUSTRY : Coal.

Dhanbad, the 7th March, 1983

AWARD

This is an industrial dispute under Section 10 of the I.D. Act, 1947. The Central Government by its Order No. L-24012(9)/82-D.IV(B) dated the 16th July, 1982 has referred this dispute to this Tribunal for adjudication on the following terms :—

SCHEDULE

"Whether the action of the management of Dhori Area of Central Coalfields Limited, Post Office, Dhori.

District Giridih in not regularising S/Shri Vidya Singh and Prabhu Mahato as Cat. II workers is justified? If not, to what relief are the workmen entitled?"

On receipt of the Reference notices were duly sent to the parties for filing their written statement. Thereafter several dates were fixed by this Court for filing Written Statement by the Parties. Ultimately on 2-3-83 both the parties appeared and filed a memorandum of settlement and prayed before this Court to pass an award in terms of the memorandum of settlement. I find that the terms of settlement are fair and proper and beneficial to the concerned workmen. According to the terms of settlement the management has promoted the concerned workmen namely S/Shri Vidya Singh and Prabhu Mahato to Cat-II w.e.f. 26-6-82 and they have been given the consequential benefits. Since the settlement is for the benefit of both the parties, I accept the same and pass the Award in terms of the settlement which will form a part of the Award as an Annexure.

J. P. SINGH, Presiding Officer
[No. L-24012(9)/82-D.IV(B)]

BEFORE THE CENTRAL GOVT. INDUSTRIAL
TRIBUNAL NO. 2, DHANBAD.

In the matter of Reference No. 73 of 1982.

PARTIES :

Employers in relation to the Management of Dhori
Area of Central Coalfields Ltd., P. O. Dhori,
Dist. Giridih.

AND

Their Workmen

JOINT PETITION OF EMPLOYERS AND WORKMEN

The above mentioned Employers and Workmen most respectfully beg to submit this joint petition and state as follows :—

- (1) That the Employers and the Workmen have jointly discussed and negotiated the matter covered by the aforesaid reference and have come to an amicable overall agreement.
- (2) That as per the said overall amicable settlement, the two workmen covered by the reference namely S/Shri Vidya Singh and Prabhu Mahato have already been promoted to Cat-II w.e.f. 26-6-82 and they have been given the consequential benefits.
- (3) That in view of the above, there is no longer any dispute pertaining to this matter any longer, the matter having been mutually settled between the two parties.

In view of the above, the Employers and the workmen jointly pray that the Hon'ble Tribunal may be pleased to give an award in terms of this petition and the agreement as referred to therein.

(MADHUSUDAN PRASAD
SINGH)

(H. P. SINHA)

Area Secretary, Koyla General Manager, Dhori Area,
Mazdoor Union, P. O. Dhori, Central Coalfields Ltd.
Dist. Giridih. P. O. Dhori, Dist. Giridih.
For & on behalf of workmen. For & on behalf of Employee

Dated : 28th February, 1983.

RAL S. MURTHY, Advocate.
For Employers

New Delhi, the 9th March, 1983

S.O. 1694.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal No. 1, Dhanbad in the industrial dispute between the employers in relation to the management of Moonidih Project of Messrs Bharat Coking Coal Limited, Post Office Moonidih, District Dhanbad, and their workmen, which was received by the Central Government on the 5th March, 1983.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL
TRIBUNAL NO. 1, DHANBAD

In the matter of a reference under Sec. 10(1)(d) of the
Industrial Disputes Act, 1947.

Reference No. 49 of 1981

PARTIES :

Employers in relation to the management of Moonidih
Project of Messrs Bharat Coking Coal Limited,
Post Office Moonidih, District Dhanbad.

AND

Their workmen

PRESENT :

Mr. Justice Manoranjan Prasad (Retd.) Presiding Officer.

APPEARANCES :

For the Employers—Shri R. S. Murthy, Advocate.
For the workman—Shri S. P. Singh, General Secretary,
Khan Mazdoor Congress.

STATE : Bihar.

INDUSTRY : Coal.

Dhanbad, dated the 28th February, 1983

AWARD

By Order No. L-20012(158)/81-D.III(A), dated 25-8-1981, the Central Government in the Ministry of Labour has, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947, referred the following dispute to this Tribunal for adjudication.

"Whether the action of the management of Moonidih Project of Messrs Bharat Coking Coal Limited, Post Office Moonidih, District Dhanbad, in dismissing Shri Dinanath Chauhan, Miner, P. R. M. Token No. 6479 from service from the 26th September, 1980 is justified? If not, to what relief is the workman concerned entitled?"

2. The case of the management is that in the night shift of 31-5-78 (which commenced at 11 p.m. and ended at 7 a.m. on the following day) there was a sudden roof fall in the Develop Gallery of 220 Mtrs. Horizon of Moonidih Project at about 4 p.m. on 1-6-78 in which 3 miners, namely Kamal Mahato, Chhatru Mia and Kabuli Mia met with an accident, and, as a result of the accident, Chhatru Mia and Kabuli Mia were fatally injured and Kamal Mahato received certain injury. Sri B. R. Tripathi, Sr. Mining Engineer and Sri P. R. Mitra, Asstt. Colliery Manager went underground to rescue the workmen involved in the aforesaid accident and to take them out of the mine to the surface for immediate medical aid. Kamal Mahato was removed to Central Hospital, Dhanbad, for treatment and Chhatru Mia and Kabuli Mia were brought to surface and sent to the colliery dispensary for medical check up where it was found that they had died. In the meantime, at about 7.15 a.m. of 1-6-78, when P. R. Mitra, Asstt. Colliery Manager, was taking report from the supervisory staff in the site office of Moonidih Project on the surface, Jainul Mia, Ram Awadh Koiri, Dinanath Chauhan, who were piece rated miners (P.R.M.), along with others entered forcibly in the office of Sri P. R. Mitra and assaulted him with fists and blows and manhandled him during his duty hours at the place of work. The aforesaid acts on the part of the workmen attracted the provisions of clause 17(i)-(e), (r) & (t) of the Standing Orders applicable to Moonidih Project. Jainul Mia, Ram Awadh Koiri and the concerned workman Dinanath Chauhan were

issued charge-sheet dated 9/13-6-1978 (Ext. M-5). The concerned workman Dinanath Chauhan failed to submit reply to the charge-sheet within the prescribed time. The matter was then considered by the Project Manager, Moonidih Project, and an enquiry was ordered and Sri S. N. Sinha, Deputy Personnel Manager (IR), BCCL, was appointed as the Enquiry Officer. The enquiry officer held an enquiry accordingly with due notice to the workmen concerned in accordance with the principles of natural justice in which Dinanath Chauhan fully participated and defended himself. He was allowed the assistance of a co-worker. The management's witnesses were examined in his presence and he was given full opportunity to cross-examine them. Dinanath Chauhan had no witness to produce in his defence. He was given opportunity to examine himself and make his statement which he did. On the basis of the enquiry held, the Enquiry Officer came to the conclusion that the charges framed against Jainul Mia, Ram Awadh Koiri and the concerned workmen Dinanath Chauhan were fully established and the report of the Enquiry Officer was considered by the Dy. Chief Mining Engineer and Project Officer, Moonidih Project, and the findings of the Enquiry Officer were accepted by him and he came to the conclusion that Jainul Mia, Ram Awadh Koiri and the concerned workman Dinanath Chauhan should be dismissed from service and accordingly Jainul Mia, Ram Awadh Koiri and the concerned workman Dinanath Chauhan were, by order dated 25-9-80 (Ext. M-7) dismissed from service with effect from 26-9-80. The management submitted that in the first instance it may be determined whether the domestic enquiry was fair and proper and if it is held that the enquiry was not fair and proper then the management may be given a chance to produce evidence afresh on the merits of the charges against the concerned workman Dinanath Chauhan.

3. The present reference is confined only to the concerned workman, Dinanath Chauhan, a piece-rated miner (P.R.M.), and it does not concern the other two dismissed piece-rated miners, namely, Jainul Mia and Ram Awadh Koiri who were similarly dismissed by the same order dated 25-9-80 (Ext. M-7) with effect from 26-9-80.

4. The case of the concerned workman Dinanath Chauhan is that the workers of Moonidih Project were agitating to find out the cause of accident and also to fix up the responsibilities and although he was not amongst agitating workers his name was mentioned by Sri P. R. Mitra in his complaint on the advice and under the influence of others. According to him, the domestic enquiry which was held was also not fair and proper as the management had fixed 28-7-78 as the date of the enquiry but the notice of the date of enquiry was served on him on the same date, though the notice purported to be typed on 26-7-78, with the result that he could not get an opportunity to defend himself in the domestic enquiry.

5. The question of fairness and propriety of domestic enquiry was taken up as preliminary issue by my learned predecessor Mr. Justice B. K. Ray (Retd.) who by his order dated 4-3-82 held that the domestic enquiry was not fair and proper as the enquiry was held on 28-7-78 on the very day the notice of the date of enquiry was served on the concerned workman Dinanath Chauhan though the notice purported to have typed 26-7-78 and hence he was not given a proper opportunity to defend himself and thus there was a violation principles of natural justice in conducting the domestic enquiry. Having thus held that the domestic enquiry was not fair and proper for the aforesaid reason, he allowed the management to prove its own case once again before this Tribunal by adducing fresh evidence.

6. Accordingly fresh evidence has been adduced on behalf of the management as well as on behalf of the concerned workman Dinanath Chauhan before this Tribunal which I propose to consider below.

7. Only three witnesses have been examined on behalf of the management and they are Ram Kripal Singh (MW-1), Mining Sirdar, P. R. Mitra (MW-2), Under Manager and A. K. Shukla (MW-3), the then Jr. Executive Trainee of Moonidih Project. Besides certain documents relating to the domestic enquiry have also been exhibited on behalf of the management. On behalf of the concerned workmen only two witnesses have been examined and they are the concerned workman Dinanath Chauhan (WW-1), and Sudama Koiri (WW-2), another miner.

8. P. R. Mitra (MW-2) has deposed that on 1-6-78 at about 7 a.m. while he was sitting in his shaft office room, Ram Kripal Singh (MW-1), mining sirdar, after finishing his night duty, entered into the office room to submit his report to him and while he was submitting his report a mob of about 50 persons came near the entrance of the room shouting "Mitra Saheb Ko Maro Maro, Pakro, Pakro" and Jalow jalow" and while so shouting about 10 to 12 persons out of the mob led by Jainul Mia entered inside the room and Jainul Mia caught hold of his hand and asked him to come out and threatened to burn him as there was an accident in the previous night causing the death of two workmen, and while he was being dragged by Jainul Mia he released his hand from his clutches but at that time Ram Awadh Koiri caught hold of his right hand and the concerned workman Dinanath Chauhan dealt a blow on his right shoulder and at that time the shirt which he was wearing got torn. The said torn shirt has been produced before this Tribunal which has been marked M.O.I. He has next deposed that while he was being so dragged and assaulted, Ram Kripal Singh (MW-1) rescued him and at that time, A. K. Shukla (MW-3) Jr. Executive Trainee and some other officers and workers entered into the room and rescued him from the attack of the mob and took him to another office room nearby. He has also deposed that after the occurrence he had submitted a written report about it to the Project Officer which is Ext. M-2 and he has also proved his deposition in the domestic enquiry which has been marked Ext. M-3. In his cross-examination nothing has been elicited to disbelieve his evidence nor any material contradiction has been brought out between his aforesaid evidence before this Tribunal and his written report dated 1-6-78 Ext. M-2 which he had submitted to Project Officer on the very date of the occurrence or his deposition Ext. M-3 in the domestic enquiry.

9. Ram Kripal Singh (MW-1), mining sirdar, has deposed that on 31-5-78 he was in night shift duty commencing from 11 p.m. and ending at 7 a.m. on the following day of 1-6-78 and he came out of the mine on 1-6-78 at about 6.30 a.m. and then went to the shaft office where Sri P. R. Mitra, under Manager, was sitting, to submit his report of the night shift working and when he was submitting his report at about 7 a.m. a mob consisting of 50 persons led by Jainul Mia entered the office room shouting "Mitra Saheb Ko Maro Maro, Pakro, Pakro" and they were all abusing Sri Mitra and the concerned workman Dinanath Chauhan was also in the mob. He has next deposed that Jainul Mia caught hold of the hand of Sri Mitra and dragged him out and while dragging him Jainul Mia was asking Sri Mitra to give life to the two workmen, namely, Kabul Mia and Chhatru Mia who had died in the accident on the preceding night else he would be burnt. It is further his evidence that he intervened and separated Jainul Mia and Sri Mitra and told Jainul Mia that he was not doing the right thing, but at that time the concerned workman Dinanath Chauhan gave a blow to Sri Mitra on his right shoulder and also abused Sri Mitra in filthy language, whereupon he also told the concerned workman Dinanath Chauhan that he was not doing the right thing and so saying to took him out of the office room and at that time Sri Shukla, a Jr. Executive Trainee, and other officers and workers entered the office room and rescued Sri Mitra and took him to another office nearby, and during the scuffle between Sri Mitra and the shouting mob the shirt which Sri Mitra was wearing got torn. He was also examined in the domestic enquiry and he has proved his deposition in the domestic enquiry which has been marked Ext. M-1. There is also nothing in his cross-examination to disbelieve his evidence nor any material contradiction has been brought out between his aforesaid evidence before this Tribunal and his previous deposition Ext. M-1 in the domestic enquiry.

10. A. K. Shukla (MW-3) was during the relevant period a Jr. Executive Trainee at Moonidih Project. He has deposed that he was on duty in 1st shift of Moonidih Project on 1-6-78 from 7 a.m. to 3 p.m. and on that date at about 7 a.m. when he was on duty and was taking reports of night shift of 31-5-78 at Shaft No. I, he learnt that some persons had gheraoed Sri P. R. Mitra, under manager, and thereafter he rushed to the office of Sri P. R. Mitra and saw that several persons were in his office room, and he went near Sri Mitra by making way through the persons assembled there and saw that the shirt of Sri Mitra was torn and he was standing in the corner of the room. He has next deposed that at that time the workman named Ram Awadh Koiri was holding the hand of Sri Mitra and was shouting that Mitra should be burnt and killed

and another workman Jainul Mia was standing near Sri Mitra, it is next his evidence that he put his hand on the shoulder of Ram Awadh Koiri and asked him as to what the matter was but Ram Awadh Koiri told him that he should not intervene and that he would take Sri Mitra out side the room, and at that very time a fist blow was given by some one on the right side of the neck of Sri Mitra. He has next deposed that he pushed the man outside the room but when he again came inside the room the crowd also came inside the room and thereafter he took Sri Mitra to the office room of Project Officer, Sri A. K. Gulati, and thereafter he came back when he found several persons pointing to the concerned workman Dinanath Chauhan who had given the aforesaid fist blow to Sri Mitra. He has also been cross-examined at length but nothing particular has come out in his cross-examination to disbelieve his evidence. However, he does not appear to have seen as to who gave the fist blow on the right side of the neck of Sri Mitra, and he only subsequently saw several persons pointing to the concerned workman Dinanath Chauhan as the person who had given the aforesaid fist blow to Sri Mitra. Therefore, strictly speaking, he is not an identifying eye witness who had seen with his own eyes the concerned workman Dinanath Chauhan giving a fist blow to Sri Mitra.

11. But even if the evidence of A. K. Shukla (MW-3) is left aside it is abundantly proved on the evidence of Sri P. R. Mitra (MW-2), under manager, and Ram Kripal Singh (MW-1), mining sirdar, that in the aforesaid occurrence the concerned workman Dinanath Chauhan had assaulted Sri P. R. Mitra (MW-2), under Manager, by giving a fist blow on his right shoulder.

12. The concerned workman Dinanath Chauhan (WW-1) has in his deposition, no doubt, denied his presence in the mob or to have gone on 1-6-78 at about 7 a.m. along with the mob to the office room of Sri P. R. Mitra or to have assaulted him with fist blow. On the other hand, he has deposed that he along with others had taken the two dead bodies and one injured on stretchers from the place of accident to the surface level on the orders of Kanaiba Saheb, second class manager of Horizon 220 in which the incident had taken place in Development Section and Mitra Saheb, another second class manager of Horizon 400, who too had gone to the Development Section of Horizon 220 after the accident, and by the time he and his companions had reached the surface level it was about 6.30 a.m. and after keeping the stretchers at the pit mouth of the surface level he and his other companions went to the Lamp Cabin and there deposited the Cap Lamps and thereafter told Kanaiba Saheb that while bringing the dead and the injured on the stretchers their clothes had been blood stained and that is why they were going home and thereafter they left the place and went home. His further evidence is that his residential quarters in the mining area was at a distant of about one mile from the aforesaid pit mouth, and from his residence he again came to the pit mouth at about 10.30 a.m. He has also examined another miner, named Sudama Koiri (WW-2) to support his aforesaid statement that on the date of incident he was at his quarters from 6.30 a.m. or 7 a.m. till atleast 11.00 a.m. In his evidence, therefore, the concerned workman Dinanath Chauhan has tried to set up a case of alibi that at the time of occurrence, which took place at 7 a.m., he was not at all in the mob which had entered the office room of Sri P. R. Mitra but was at his residential quarters situated at a distance of about a mile from there. But in view of the aforesaid evidence of Sri P. R. Mitra (MW-2), under manager, and Ram Kripal Singh (MW-1), mining sirdar, who have categorically stated that the concerned workman Dinanath Chauhan was present in the mob on the date of occurrence at 7 a.m. at the office of Sri P. R. Mitra, and he had given a fist blow on the shoulder of Sri Mitra, whose evidence I see no reason to disbelieve, I am not inclined to believe the aforesaid denial of the concerned workman Dinanath Chauhan (MW-1) regarding his presence at the place of occurrence or participation in the occurrence or his alibi which he has for the first time tried to set up before this Tribunal for which there is neither any reliable evidence nor there is any foundation in his written statement. The concerned workman Dinanath Chauhan also does not appear to be a reliable witness as he has gone to the extent of disclaiming his recorded statement in the domestic enquiry. He has also made a wrong statement in his deposition that the management had not dismissed Jainul Mia and only he and Ram Awadh Koiri had been dismissed by the management regarding the aforesaid occurrence in the office of Sri P. R. Mitra, though the order of

dismissal dated 25-9-80 (Ext. M-7) shows that all the three, namely, Jainul Mia, Ram Awadh Koiri and the concerned workman Dinanath Chauhan had been dismissed by the same order in connection with the said occurrence.

13. On the evidence adduced before this Tribunal the charge of assaulting P. R. Mitra in his office room on 1-6-78 at about 7 a.m. by the concerned workman Dinanath Chauhan as a member of a riotous mob is, therefore, well proved and that being so the order of his dismissal with effect from 26-9-80 vide dismissal order dated 25-9-80 (Ext. M-7) is well deserved under clause 17(i) (e) (r) and (t) of the Standing Orders applicable to Moonidih Project.

14. It has, however, been argued by Sri S. P. Singh, appearing for the concerned workman, Dinanath Chauhan, that there was a long delay of about two years in passing the dismissal order dated 25-9-80 (Ext. M-7) though the Enquiry Officer, who conducted the domestic enquiry, had submitted his enquiry report as far back as on 28-8-78. But that delay has also been explained by the Dy. Chief Mining Engineer in his note dated 25-9-80 (Ext. M-6) which preceded his final order of dismissal dated 25-9-80 (Ext. M-7) in which he had explained that Moonidih project was earlier a part of Central Jharia Area of B.C.C.L. along with Sudamdih Project, both of which were taken over from erstwhile N.C.D.C. and Moonidih Project was made separate from Central Jharia Area subsequently, and when Moonidih Project was a part of Central Jharia area the file was sent in December, 1978 to the General Manager (Central Jharia) and from General Manager (Central Jharia) the file went to Head Office, B.C.C.L. for examination as to whether the enquiry was properly conducted and the file was later returned to Moonidih Project confirming that the enquiry was conducted properly, and thereafter it was discovered that the Form 'C' Register which was an exhibit in the enquiry was missing, and thereafter efforts made to search the register did not succeed for a long time as it got misplaced, and it was found only sometime before the passing of the final order of dismissal and then the case was taken up for further action. In any case, the concerned workman Dinanath Chauhan cannot make out any point in his favour on merit because of the aforesaid delay in passing the final order of his dismissal after the submission of the domestic enquiry report which has, however, also been explained by the Dy. Chief Mining Engineer in his aforesaid note (Ext. M-6).

15. In the result, it is held that the action of the management of Moonidih Project of M/s. Bharat Coking Coal Limited in dismissing the concerned workman Dinanath Chauhan, P.R.M. (Piece Rated Miner), from service with effect from 26-9-80 is justified and that he is not entitled to any relief. In the circumstance of the case, however, there will be no order as to cost.

MANORANJAN PRASAD, Presiding Officer

[No. L-20012(158)/81-D.III(A)]

S.O. 1695.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Govt. hereby publishes the following award of the Central Government Industrial Tribunal No. 2, Dhanbad in the industrial dispute between the employers in relation to the Gidi-A Colliery of Messrs Central Coalfields Limited, District Hazaribagh and their workmen, which was received by the Central Government on the 4th March, 1983.

BEFORE THE CENTRAL GOVERNMENT TRIBUNAL

(NO. 2) AT DHANBAD

Reference No. 29 of 1981

In the matter of an industrial dispute under section 10(1) (d) of the Industrial Disputes Act, 1947

PARTIES:

Employers in relation to the management of Gidi-A Colliery of Messrs Central Coalfields Limited, District Hazaribagh.

AND

Their workmen

APPEARANCES

For the Employers—Shri T. P. Choudhury, Advocate, and Shri R. S. Murthy, Advocate.

For the workmen—Shri S. Bose, Advocate and Shri N. Mahato, Advocate.

State : Bihar.

Industry : Coal.

Dhanbad, the 28th February, 1983.

AWARD

This is a reference under S.10 of the I.D. Act, 1947. The Central Government by its order No. L-20012(296)/80-D. IIIA dated the 16th May, 1981 has referred this dispute to this Tribunal for adjudication on the following terms :—

"Whether the demand of the workmen for regularisation and payment of Category-1 wages to 20 Clay Cartridge Mazdoors (as detailed in Annexure) by the management of Gidi-A Colliery of Central Coalfields Limited, District Hazaribagh, is justified ? If so, to what relief are the workmen entitled ?"

ANNEXURE

1. Kumari
2. Bhanmati
3. Fulo
4. Fulmani
5. Balku
6. Jitni
7. Sitwa
8. Loulna
9. Nasima
10. Jakir
11. Charki
12. Chhatu
13. Lakshman
14. Koushila
15. Bhano
16. Lilwa
17. Muniya
18. Faguni
19. Prayag
20. Rijhani

This Reference No. 29 of 1981 was heard along with Reference No. 59 of 1981. Both these references were heard together with the consent of the parties and the evidence of both the cases are placed in record No. 29 of 1981. So instead of discussing both the cases separately it will be convenient to consider the evidence together. The Awards will be however separate in both the cases.

There is no provision in Industrial Disputes Act for analogous hearing as given in the Civil Procedure Code but such type of hearing are not debarred under Industrial Disputes Act or Rules. After all, hearing of the matter common in two cases, if convenient to the parties could be lawfully done and therefore I have allowed prayer of the parties to lead common evidence.

In these two cases the employers are M/s. Central Coalfields Ltd. having headquarters at Ranchi. In Reference No. 29 of 81 Gidi-A colliery is involved while in Reference No. 59 of 81 Barkakana Area and Argada Area of the same employer Central Coalfields Ltd. are the employers. The workmen in both the cases are Clay Cartridge Mazdoors, Commonly known as Gola Matti workers. The workmen's case in brief is that they have been working as Clay Cartridge Mazdoors for atleast 16 years. They prepared Clay Cartridge used in the collieries for the purpose of blasting of coal. In fact Clay cartridge of a particular shape is required in the underground for extraction of Coal by blasting method. Before nationalisation the general practice was to cut coal by manual labour by Pick Axe. But in such collieries sophisticated machineries were in use in the blasting method for extraction of coal was in vogue. Mazumdar Award with regard to Coal Industries has classified Clay Cartridge Mazdoors as piece rated workers and they were paid according to the number of Clay Cartridge prepared by them. Wage Board has described them as Clay Cartridge Mazdoors in Category-1. The system however has varied. For instance in BCCL the Clay Cartridge mazdoors in their different

collieries used to be paid according to the number of Clay cartridges produced by them. They generally work in the premises of the Colliery. Somewhere the collieries provided facilities as working shed, water and some time earth also for preparation of Clay Cartridge. They had to be located near the mines pit for the simple reason that clay cartridges are only dried in sun and so have to be carried underground carefully. These clay cartridge makers were paid at varying rates such as Rs 8 to 10 per thousand of Clay cartridges.

In both these cases the plea of the workmen is that they have been engaged in preparation of Clay cartridge and they prepare Clay cartridge in the premises of the colliery for which the aforesaid facilities have been given by the management of the collieries. According to the workmen they are paid wages per head instead of payment at piece rate. The management on the other hand has taken the plea that no clay cartridge maker is in employment of the collieries and therefore they are not the workmen of the collieries. According to them some of the concerned workmen in both the cases have been shown to be the suppliers of clay cartridges and they are paid at varying rates for the supplies. In fact these suppliers give their bills and on the basis of the bills payment is made to them. It has been denied by the management that there is any relationship of employer and employee between the management and the workmen. Another point has been taken is that this reference is not maintainable at the instance of Jharkhand Mazdoor Sangh because no union of workmen in these collieries exist and they have no right to represent the workmen.

The point for consideration is therefore as to whether these concerned workmen in both the reference cases are the workmen of the collieries owned by Messrs Central Coalfields Ltd. The second point for consideration is as to whether this reference is maintainable. We shall take the second point first.

Shri T. P. Choudhury Advocate represented the management in both the cases assisted by Shri R. S. Murthy, Advocate. According to Shri Choudhury, Jharkhand Mazdoor Sangh is not the recognised union and the followers are so meagre that it cannot be said to have representative capacity. But it has been admitted by MW-9 in his cross-examination that Mrs. S. Tudoo, Secretary of Jharkhand Mazdoor Sangh participated in different meetings in capacity of Secretary of this Union. MW-9 is connected with the Personnel Department of Central Coalfield Ltd. and mostly this department deals with the union. Moreover, the union for the workmen have also said that they are the members of Jharkhand Mazdoor Sangh. So although this union may not be recognised by the employers it must be held that this Union functions. Moreover, this is the point which should have been taken at the time of conciliation. I therefore hold that at the instance of Jharkhand Mazdoor Sangh this dispute was properly raised and this Reference is maintainable.

We will now come up for discussion of the main question as to whether these concerned workmen should be said to be the workmen of the collieries of M/s. Central Coalfields Ltd. The union has adduced six witnesses including the Secretary Mrs. S. Tudoo of Jharkhand Mazdoor Sangh. WW-1 is Balku who is working as Gola Matti Mazdoor in Gidi-A colliery. His evidence is that 20 Gola Matti workers work in Gidi-A colliery. Their work is supervised by colliery personnel and that they are working under the control of the management. WW-2 is Dahri Devi who works in Sayal D Colliery along with 39 workers and she also deposed the same as WW-1. Similarly WW-3 is Ramji Sahu who is not a Gola Matti worker but has seen the Gola matti workers working within the colliery premises. WW-4 is Gita Devi who is one of the Gola Matti worker in Sayal D Colliery. She has said that she is working from 8 A.M. to 4 P.M. daily for which payment is made by the management. WW-5 is Kumari who works in Gidi A colliery is a workman in Reference No. 29 of 1981. WW-7 is Kumar Singh Munda who has said that he is working along with 32 workmen in A. K. Colliery. His evidence is that in Sirka Colliery also there are 13 workers similarly working. WW-6 is Mrs. S. Tudoo, Secretary, Jharkhand Mazdoor Sangh who has said that how the dispute was raised. She has further said that she has authority from the Central Committee of the Union to the dispute in Central Coalfields Ltd.

The management has produced 9 witnesses. MW-1 Shri S. B. Singh is from A. K. Colliery. MW-2 is Shri A. B. Saran is from Gidi-A and Sirka Colliery. MW-3 Shri R. Gope is

from A. K. Colliery. MW-4 Shri J. P. Singh is from Gidi A colliery. MW-5 K. N. Prasad is from Sayal D Colliery. MW-6 Shri B. N. Tewari is from Sirka Colliery. MW-7 Mahmood Khan is from Sirka Colliery. MW-8 Shri S. S. Singh is from Sayal D Colliery MW-9 Shri U. Narayan is from Barkakana Area. Among them MWs 3, 4, 5, 7 and 9 are formal witnesses and the rest are on merits.

The management alone has filed documents in order to show that the management received Clay cartridges from suppliers. Shri S. B. Singh, MW-1 is Project Officer and he worked in A. K. Colliery as well as Sayal D Colliery. He has proved one file Ext. M. 1. According to him Ram Singh Munda was the supplier of Gola Matti from the same file a list of Clay cartridge Bills is Ext. M-2. MW-2 Shri A. B. Saran has proved vouchers in a bunch which are Ext. M-3. There are 31 vouchers relating to the supply of Gola matti in Sirka Colliery signed by Shri D. Ram and Girdhari Prasad who are said to be suppliers. MW-3 Shri R. Gope has come to say that Ram Singh Munda is the supplier of clay cartridge and the vouchers as shown by him was Ext. M-2 was passed for payment. MW-4 has said that there were 3 suppliers of gola matti in Gidi A colliery viz. Balkoo, Smt Yasoo and Smt. Nasima Khatoon. He made payment to these suppliers. In Ext. M-3 Balkoo puts his signature and Smt. Yasoo and Smt Nasima Khatoon put their thumb impressions. MW-5 Shri Karuna Nidhan Prasad is Cashier of Sayal D colliery. He has proved vouchers for supply of gola matti (Ext. M.6). MW-6 Shri B. N. Tewari is Dy. Chief Mining Engineer working at Sirka, since 1982. Prior to that he was the Superintendent of Mines in Sirka Colliery since 1976 and even prior to that he was colliery manager. He has said that in Ext. M-4 there is one voucher relating to the payment to Girdhari Prasad and the rest relate to supply of gola matti by Shri D. Ram, supplier. Ext. M.5 consists of duplicate vouchers relating to payment of Girdhari Prasad. He has signed those vouchers. MW-7 Mahmood Khan is the Cashier of Sirka Colliery since 1977. He has said that Girdhari Prasad and D. Ram received payment as gola matti suppliers and he made payment to them. He has deposed that in Ext. M-4 there are vouchers relating to payment to Shri D. Ram and Girdhari Prasad. MW-8 Shri S. S. Singh has also lent support the case of the management. MW-9 Shri Upendra Narayan has proved a strike notice marked Ext. M. 8. Another strike notice is Ext. M.7. Ext. M-9 is a letter received from Mrs S. Tudoo, Secretary, Jharkhand Mazdoor Sangh.

We need not discuss in details the evidence of witnesses who have come to depose in favour of their respective cases. I have already said that gola matti workers are a class of workers specified in Coal Wage Board Recommendation. Some where they are piece rated workers and some where they are designated as time rated workers in Category-I. I had occasion to deal with such type of case and in all those cases the management took the plea that the relationship of employer and employee did not exist between the management and the workmen. It was however, evident that although the management did not treat them as their workers they did prepare clay cartridges for the collieries. In some cases of BCCL the evidence was very clear that the management gave them all facilities such as shed for working, water for wetting the earth for preparation of clay cartridge etc. It was held in those case that such type of workers were within the meaning of clay cartridge workers as defined by the Wage Board in their recommendation. In the present case the management witnesses have not admitted that the workmen concerned in both these cases at all worked in the colliery premises. It was also denied that the management provided them with any facilities for preparation of gola matti. The witnesses for the management however did not know any of these so called clay cartridge mazdoors and they were only concerned with some of them whom they treated as clay cartridge suppliers. But this much is admitted by the management that all these persons who call themselves clay cartridge makers reside within the colliery premises. According to the management they make clay cartridges in spare hours near river Damodar. The management witnesses have admitted that river Damodar falls on the bank of these collieries. It is therefore apparent that apart from the evidence adduced on behalf of the workmen the clay cartridges are prepared within the colliery premises. The evidence on behalf of the management is that these clay cartridge makers are free to supply clay cartridges to other collieries too, but all around round the concerned collieries are the collieries of this very management i.e. Central Coalfields Ltd. No evidence has

been produced to show that the suppliers to these collieries also supply clay cartridges to other collieries. It means that the workmen concerned prepare clay cartridges within their respective collieries and the same is supplied through some of them to the collieries who have been designated by the management as gola matti suppliers. It has been contended on behalf of the workmen that for all the time these clay cartridges mazdoors have to earn their living by making clay cartridges and they are completely at the mercy of the colliery management. According to the workmen they have only the oral evidence in support of the facts that the management has provided them with facilities to prepare clay cartridges. It is however been argued that the management witnesses have fully blanketed the truth by showing that they do not know the concerned workmen who are clay cartridges makers.

The case of the concerned workmen is based on a Supreme Court decision reported in 1978 Lab. I.C. 1264 equivalent to AIR 1978 1410. This is popularly known as Hussainbhai's case. The principle laid down by their Lordships is the following:—

"The true test may, with brevity, be indicated once again. Where a worker or group of workers labours to produce goods or services and these goods or services are for the business of another, that other is, in fact, the employer. He has economic control over the workers' subsistence, skill, and continued employment. If he, for any reason, chokes off, the worker is, virtually, laid off. The presence of intermediate contractors with whom alone the workers have immediate or direct relationship ex-contractu is of no consequence when, on lifting the veil or looking at the conspectus of factors governing employment, we discern the naked truth, though draped in different perfect paper arrangement, that the real employer is the Management, not the immediate contractor."

Their Lordships have observed the following:—

"If the livelihood of the workmen substantially depends on labour rendered to produce goods and services for the benefit and satisfaction of an enterprise, the absence of direct relationship or the presence of dubious intermediaries or the make-believe trappings of detachment from the Management cannot snap the real-life bond. The story may vary but the inference defines ingenuity. The liability cannot be shaken off."

Of course if there is total dissociation in fact between the disowning management and the aggrieved workmen, the employment is, in substance and real-life terms, by another. The Management's adventitious connections cannot ripen into real employment."

The case cited above is further supported by a celebrated decision as reported in 1982 Lab. I.C. 1646. In this case certain contractors engaged labour for construction work at Delhi during Asiad Games and they were not paid minimum wages. A public interest litigation under Article 32, 226 and 39A was filed before their Lordships of Supreme Court. Their Lordships found that Writ petition was in order and held that the Government as the principal employer had the responsibility to see that minimum wages were paid. In this case the rates of payment are very low and these clay cartridges makers are not being paid either according to the Group-I wages or Cat-I wages. The evidence in this case is that in some of the collieries the management of Central Coalfields Ltd. paid to such clay cartridges mazdoor Cat-I wages. I have experience that in BCCL also clay cartridge mazdoors are placed in Cat-I or group-I. So either group-I or Cat-I wages would be the minimum wages for such type of workers who make clay cartridge. In these two cases the workmen have been denied the minimum wages as the law requires that they should get minimum wages.

It has been contended by the management that since there is no relationship of employer and employee between these workmen and the management of CCL, the management is not bound to give them wages. This is no doubt true that the workmen have not been treated so far as workmen of the collieries where they prepare and supply clay cartridges. But the two judgements quoted above would go to show that M/s. Central Coalfields Ltd. is the principal employer and

as such these workmen cannot be denied their lawful right to claim minimum wages as Cat-I Mazdoors. Moreover, my attention has been drawn to the terms of reference which postulates that the concerned workmen are workmen. What I mean to say is that the dispute before me is for regularisation and payment of Cat-I wages by the management. This reference does not show that the dispute is as to whether the concerned workmen are workmen at all.

This is a point which is important and my attention has been drawn to the fact that the management cannot introduce a new case at the reference stage by supplementing the terms of reference.

Now the position is clear that viewed from any point of view the concerned workmen are clay cartridge makers for a pretty long time and therefore, their services should be regularised and they should be put to the Category-I of the Wage Board recommendation.

Thus considering all aspects of the case, I have to hold that the demand of the workmen for regularisation and payment of Category-I wages to 20 Clay Cartridge Mazdoors (as detailed in Annexure) by the management of Gidi-A Colliery of the Central Coalfields Limited, District Hazaribagh is justified. Consequently, the concerned 20 workmen should be put to the Category-I of the Coal Wage Board Recommendation.

This is my award.

J. P. SINGH, Presiding Officer.
[No. L-20012/296/80 D.III (A)]

New Delhi, the 17th March, 1983

S.O. 1696.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal No. 3, Dhanbad in the industrial dispute between the employers in relation to the Sudamdih Coal Washery of Messrs Bharat Coking Coal Limited, Post Office Sudamdih, District Dhanbad and their workmen, which was received by the Central Government on the 9th March, 1983.

BEFORE THE CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT NO. 3, DHANBAD

Reference No. 58/81

PRESENT:

Shri J. N. Singh, Presiding Officer.

PARTIES:

Employers in relation to the management of Sudamdih Coal Washery of M/s. Bharat Coking Coal Ltd.
P.O. Sudamdih, Dist. Dhanbad.

AND

Their workmen.

APPEARANCES:

For the Employers—Shri T. P. Chowdhury, Advocate.

For the Workmen—Shri B. Lal, Advocate.

INDUSTRY: Coal

STATE: Bihar.

Dated, the 3rd March, 1983

AWARD

The Govt. of India in the Ministry of Labour in exercise of the powers conferred on them u/s. 10(1)(d) of the Industrial Disputes Act, 14 of 1947 has referred the dispute to this Tribunal for adjudication under Order No. L-20012(126)/81-D.III(A) dated the 20th Novtmbr, 1981.

SCHEDULE

“Whether the management of Sudamdih Coal Washery of M/s. Bharat Coking Coal Ltd., P.O. Sudamdih,

Dist. Dhanbad are justified in not absorbing Sarvasbri Gorakh Sharma and 38 others (named in Annexure below) as their regular employees? If not, to what relief are the said workmen entitled?”

ANNEXURE

Sl. No.	Name	Designation
1.	Sri Gorakh Sharma	M/Fitter
2.	Sri Sitaram Singh	Helper
3.	Sri Sureth Chowdhury	R. Tyndal
4.	Sri Shio Balak Sharma	Welder
5.	Sri Dinanath Barman	Helper
6.	Sri Sidhoshwar Ghosh	Helper
7.	Sri Shio Chand Kumar	Helper
8.	Sri D.L. Sharma	Welder Fitter
9.	Sri Potik Mahatop	Helper
10.	Sri Phogu Prasad	Helper
11.	Sri Nagina Mahato	Helper
12.	Sri Nathuni Prasad	Welder
13.	Sri Motilal Prasad	Helper
14.	Sri Ram Rej Yadav	Helper
15.	Sri N. Bishwas	Fitter
16.	Sri Sonatan Das	M/F
17.	Sri Sonatan Nayak	R/Tyndal
18.	Sri Diwakar Behara	P.Oprt.
19.	Sri Baqbal Khan Shuri	Helper
20.	Sri Bhutali Mahato	R/Tyndal
21.	Sri Mahajan Bhagat	Tyndal
22.	Sri Prabhu Prasad	Gas Cutter
23.	Sri A. Ratanan	Fitter
24.	Sri Murgation	Helper
25.	Sri M.D. Shahadat	Welder
26.	Sri Arjun Mahato	Helper
27.	Sri Balaram Paswan	Helper
28.	Sri Ram Prabesh Paswan	Helper
29.	Sri H. Topano	Fitter
30.	Sri K.L. Pandey	Gas Fitter
31.	Sri M.D. Mumtaj	Fitter
32.	Sri M.D. Jiya	Fitter
33.	Sri Jiwoosh Sharma	Fitter
34.	Sri Ram Patra	Helper
35.	Sri J. ganath Mahatha	Helper
36.	Sri S.K. Bose	Supervisor
37.	D.B. Kor	Supervisor
38.	Sri Modan Bishakarma	Fitter
39.	Sri Chandan	Electrician”

2. The case of the workmen is that they had been working in Coal Washery Project of M/s. Bharat Coking Coal Ltd., at Sudamdih and the nature of their job was permanent in nature. Their respective designation is also mentioned in the order of Reference.

3. It is stated that M/s. McNally Bharat Engg. Co. Ltd., had taken some contract work at Sudamdih Washery Project and the concerned workmen were previously working under the aforesaid contractor, the Principal Employer being the Bharat Coking Coal Ltd., and they were being issued payment certificates by the said Bharat Coking Coal Ltd.

4. It is then alleged that on the plea of completion of the construction of the Project the management of Sudamdih Washery and M/s. McNally Bharat Engg. Co. Ltd. had proposed to retrench a few workers for which an industrial dispute was raised and it was referred to the A.L.C. for conciliation. During the conciliation proceeding the A.L.C. passed an order on 19-12-80 directing the management to maintain statusquo. In spite of it the management of Bharat Coking Coal Ltd., have been making fresh appointments in

the washery and they adopted an unfair stand that the services of these workmen are no longer required by them. It is submitted that the concerned workmen worked continuously for 3 to 4 years but still they were retrenched without complying with the provisions of Section 25A and Section 9A of the Industrial Disputes Act. It is also stated that the construction by the said contractor was completed in the month of December, 1979 and thereafter the concerned workmen worked under the management of the Washery till 3-1-1981 on the operational side when the said McNally Bharat Engg. Co. Ltd., was not there and as the concerned workmen worked continuously for more than prescribed number of days, they are entitled to be regularised as employees of the present management. It has, therefore, been prayed that they should be regularised as employees of M/s. Bharat Coking Coal Ltd., and be given a consequential relief.

5. The defence of the management is that there is no relationship of employer and employee between the Bharat Coking Coal Ltd., or the management of the washery and as such the present Reference is not maintainable. According to them the concerned workmen never worked under the present management but they were employees of M/s. McNally Bharat Engg. Co. Ltd.

6. The main defence of the management, however, is that they proposed to install a Washery Plant which is rather a complicated process in the sense that it is entirely structural engineering. Tenders were accordingly floated for taking up construction of washery at Sudamdih and M/s. McNally Bharat Engg. Co. Ltd., was successful in obtaining on Turn Key basis. All the parts required for the washery were being manufactured by that company at their Kumardhubi Works and these were being transported to Sudamdih and erected thereunder expert supervision of Engineers of that company. That company had also set up small factory in the site and the entire establishment of the said company was registered under the Factories Act. The Bharat Coking Coal Ltd., had nothing to do with the supervision or control for this work as it was to have been completed according to the specification. The construction of the washery was virtually completed by March 1980 and trial run started.

7. It is further stated that as and when the construction was completed the workers employed by the contractor including their sub-contractors were retrenched in accordance with the provisions of the Industrial Disputes Act. But in terms of the contract these 39 concerned workmen were retained by the company for attending to any difficulty that might crop up while the washery was under trial. The company has since also retrenched those persons after complying with the formalities and on payment of retrenchment compensation and at no time these workmen became or could become the employees of M/s. Bharat Coking Coal Ltd.

8. It is further stated that when the contractors were retrenching the workmen employed by them on completion of the job, some of the workmen filed a Suit before the Munsif Dhanbad and prayed for injunction restraining the contractors as also the Bharat Coking Coal Ltd. from terminating their services. The petition was rejected by the trial Court as well as the Appellate Court. Thereafter the workmen filed an application U/s 33(c)(2) of the Industrial Disputes Act before this very Court claiming wages in accordance with National Coal Wage Agreement, but the said application was also rejected. It is submitted that being not satisfied with the above decision the workers filed an application before the Central Govt. Labour Commissioner under the provisions of Contract Labour (R&A) Act for the same relief which was rejected and against that order High Court has been moved and stay order was obtained. It is also submitted that having failed at other places an industrial dispute was raised before the A.L.C. who ignoring all these factors submitted his failure report recommending a Reference which resulted in the present Reference.

9. It is also submitted that the services of the concerned workmen even after completion of the work were retained by the contractor for some time after the washery was put on trial run only for the purpose of rectifying the defect if any and the moment these defects were rectified these concerned workmen were also retrenched after complying with the relevant provisions of the Industrial Disputes Act. According to the management thus as the concerned workmen were

never their employees, there is no question of absorbing them in regular employment.

10. On the above grounds it is prayed that the Reference be decided in favour of the management.

11. The point for consideration is as to whether the management of Sudamdih Coal Washery of M/s. Bharat Coking Coal Ltd., are justified in not absorbing the concerned workmen as their regular employees. If not to what relief are the said workmen entitled.

12. Before discussing the case on merits it is proper to mention certain facts which are relevant. It appears that the Reference was made in this case at the instance of the President, Coalfield Labour Union, Chasnala, Dist. Dhanbad. The written statement in this case was filed by one Sri Anand Sethi claiming to be the Area Secretary of the union. Sri Anand Mohan Prasad claimed to be the President of the Union. It was submitted on behalf of Sri Anand Sethi that he is the Area Secretary of the union and he was authorised to represent the case on behalf of the concerned workmen. On the other hand Sri Anand Mohan Prasad challenged the authority of Sri Anand Sethi and claimed that he was authorised to represent the concerned workmen. It appears that all the 39 workmen concerned filed a joint petition on 31-3-82 bearing their signatures stating that they are members of this union of which Sri George Fernandes is the President and Sri Anand Sethi is the Area Secretary and they have already filed their authority in favour of Sri Anand Sethi to represent them. Out of the concerned workmen Sl. Nos. 1, 2, 5, 6, 16, 19, 22, 26, 30 and 32 to 35 presented themselves in Court and they submitted that they have authorised Sri Anand Sethi to conduct the case and that Sri Anand Mohan Prasad was no longer the President of the union. During the course of hearing of the petition it was very honestly conceded by Sri Prasad that if the concerned workmen want to get their case represented by Sri Anand Sethi he has got no objection as he does not stand in the way of the interest of the workmen but the question as to who is the President and who is the Area Secretary should be left open and this matter may be decided by the union themselves.

13. In the above circumstances Sri Anand Sethi was permitted to represent the case on behalf of the concerned workmen and thereafter Sri Anand Mohan Prasad was left with no concern in the case. Since then till the conclusion of the hearing the case has been represented by the Area Secretary Sri Anand Sethi and they engaged Sri D. L. Sengupta, Advocate Calcutta and Sri B. B. Pandey to represent the union.

14. It however appears that after the conclusion of the evidence when the case was fixed for argument Sri Joshi, Advocate for the management filed a memorandum of settlement on 3-2-82 purported to have been arrived at between the management and Sri Anand Mohan Prasad claiming to be the President of the Union and it was prayed that in view of the said settlement the Reference be decided in favour of the management. This was highly objected to on behalf of the union stating that Sri Anand Mohan Prasad was no longer the President and that he has no interest in these workmen and that the said settlement cannot be looked into in the present case.

15. From the above facts it is clear that Sri Anand Mohan Prasad in the interest of the workmen allowed Sri Anand Sethi to represent the concerned workmen in the present reference and he was left with no concern in this case. In that view of the matter any subsequent agreement purported to have been arrived at between the said management and Sri Prasad can have no binding on the concerned workmen and no orders can be passed on the said settlement. The said settlement has, therefore, no relevancy in the present case which is to be decided on the evidence adduced by the parties and other facts and circumstances of the case.

16. It will also appear that in the written statement the management has challenged the locus standi of the union but this point was not pressed at the time of hearing. Further the concerned workmen in evidence have stated that they are members of the Coalfield Labour Union which is functioning in the Area. They have also filed Exts. W-1, W-3 and W-4 to show that the management from time to time had correspondence with the Secretary of the said union regarding the interest of the workmen and in such circumstances it cannot be held that the sponsoring union has no locus standi to sponsor the present dispute.

17. Then let us now consider the case on merits. It is admitted that the Bharat Coking Coal Ltd., got the Coal Washery in question constructed through the contractor M/s. McNally Bharat Engg. Co. Ltd. which will hereinafter be termed as the company. Tenders were invited and the contract was given to the company in question. Ext. M-1 is the certificate of registration which shows that the work was to be completed by October 1979 and this was the probable date fixed for termination of employment of contract labour. The contract is said to be on key turn basis which according to the management that right from the design upto final completion the work was to be completed by the said Company. The company engaged admittedly several workmen for completion of the work. It is admitted by the concerned workmen that they were originally workmen under the said contractor and according to them as and when the work was completed the other workmen under the contractor were retrenched or terminated, but these 39 concerned workmen even after the handing over of the Washery to the Bharat Coking Coal Ltd., continued to work in the Washery and after the date of handing over they became the employees of the Bharat Coking Coal Ltd. The photostat copy of the contract deed and other documents relevant to it have been filed on behalf of the management and marked Exts. M-10 and M-7 respectively. The management has also filed Ext. M-2 which is a licence granted by the Department of Labour and Employment, Bihar for construction of Sudamdih Coal Washery.

18. The main question, however, is as to whether there is any relationship of employer and employee between the concerned workmen and the Bharat Coking Coal Ltd., or not. WW-1 is Sri Anand Sethi and an employee of the Sudamdih Washery and Executive Member of the Central Committee of the Coalfield Labour Union as also Secretary of Sudamdih Branch. He has given the details of the case and it is stated by him that the construction of the Washery was completed in December 1979 and from January 1980 the Washery was put into operation and coal started washing and from January 1980 the contractor viz. M/s. McNally Bharat Engg. Co. Ltd. left the place. He has also stated that excepting these 39 workmen rest of the workers working under the contractor were made idle. He has further stated that by Ext. W-5 the contractor handed over these 39 workmen to the Bharat Coking Coal Ltd., and since that date the concerned workmen were paid directly by the Bharat Coking Coal Ltd., from 29-12-79 to 3-1-81. According to him from 29-12-79 till 3-1-81 the concerned workmen were the employees under the Bharat Coking Coal Ltd., and thereafter they were retrenched or discharged without paying any retrenchment compensation. He has further stated that the attendance of these workmen were recorded in the register meant for casual, temporary and probationary and that these workmen continuously under the Bharat Coking Coal Ltd., from 29-12-79 to 3-1-81. Ext. W-5 is a very important document in favour of the concerned workmen in this case. This is a letter dated 29-12-79 purported to have been sent by Sri V. L. Deshpande, Resident Engineer of M/s. McNally Bharat Engg. Co. Ltd., to the Project Officer, Sudamdih Coal Washery. In this letter the Engineer has mentioned that he was sending the concerned workmen to work under the Project Officer as per his requirements and therein the names of the concerned workmen with their designation are mentioned. The signature of the Resident Engineer on this letter is admitted by MW-1 Shri Sharma, Project Officer. Thus this letter shows that these concerned workmen were sent to the Project Officer to work under him as per his requirement on and from 29-12-79 which clearly means that from 29-12-79 the concerned workmen became workmen under the Project Officer. From MW-1 it is clear that the construction work was finished by December 1979 and according to WW-1 the washery was put in operation from January 1980.

19. On behalf of the management, however, it has been urged that this letter was never received by the management and that it is a fraudulent letter. But I do not think that the Resident Engineer of M/s. McNally Bharat Company would be a party in forging such a letter. As stated earlier the signature on this letter of the Resident Engineer is admitted by MW-1 himself. There was no reason as to why the said Engineer would forge or fabricate such a letter. It is admitted on behalf of the management that M/s. McNally Bharat Company is a very big firm and it has got several contracts in India and also outside.

20. In support of the fact that this letter was not received by the management the management has filed their despatch register which has been proved by MW-3 a Clerk of the management. The despatch register starts from 1-1-79 and bears Sl. Nos. 1 to 3 and onwards. But from a close scrutiny of the despatch register it will appear that it does not represent the true state of affairs. Ext. W-5 as stated earlier is dated 29-12-79. The entries in this register would show that from 13-12-79 and the subsequent entries till before 1-1-80 has been made in one ink and thereafter from 1-1-80 till 11-1-80 it is in another pen. Thereafter certain pages have been left blank and it starts from 15-1-80. There is a stick mark on the page which starts from 1-1-80. It will also appear that right from the beginning upto 11-1-80 continuous serial number have been given and it is upto 1282. Even the letters purported to have been received in the month of January 1980 from 1-1-80 have been given continuous serial numbers and the first serial number on 1-1-80 is 1264. There appears to be no reason as to why from 1-1-80 a fresh serial number from 1 and onwards have been given. If serial number was to be given then it ought to have been started from 1-1-80 and not from 15-1-80. Further it will appear that letters received upto 20-12-79 bears Sl. No. upto 1263 and then Sl. No. 1264 starts from 1-1-80 which is in different ink altogether. The washery in question is a very big project and it does not look natural that after 20-12-79 upto 31-12-79 no letter was received by the Washery. The previous entries would show that letters were received therein almost daily or within an interval of 2 to 3 days. From the above circumstances it is clear that certain pages of this despatch register have been taken out and fresh pages stitched afresh and subsequent entries have been made and purposely the entry regarding Ext. W-5 has been removed.

21. On the above circumstances, therefore, no reliance can be placed on this despatch register and it will be presumed that the letter Ext. W-5 was in fact received by the management and the names of the concerned workmen were sent to the Washery by the Engineer of the Contractor as required by them to work in the washery which had already started functioning and washing coal from January 1980.

22. The Bharat Coking Coal Ltd., in para 8 of their written statement have stated that as and when the construction was complete the workers employed by the contractor including their Sub-contractors were retrenched in accordance with the provisions of the Industrial Disputes Act, but in terms of the contract these 39 concerned persons as it appears were retained by the company for attending to any difficulty that might crop up while washery was under trial. It is further stated in this very paragraph that the company has since also retrenched those persons after complying with the formalities and on payment of retrenchment compensation. This fact has further been stated in the rejoinder filed on their behalf and in paragraph 3(ii) of the rejoinder it is stated that the under the terms of the agreement the contractors were to have rectified the defects if found during the trial run and that is why the services of these persons were retained by the contractor till they were also retrenched. Thus from the written statement of the management themselves it is clear that the concerned workmen were retained to work in the washery even though the washery was completed and had been put on trial. The question, however, is as to whether when the washery was made over to the present management the concerned workman who were continuing work there became the employees of the present management or they continued to be the workmen of the contractor. In the written statement of the management it is nowhere stated as to on which particular date the washery was made over to the Bharat Coking Coal Ltd., but it is atleast admitted that during trial run the concerned workmen continued to work in the washery.

23. Then there is another circumstance in favour of the concerned workmen. MW 1 Sri R. N. Sharma is the Project Officer. In his evidence he has stated that the first load test of the plant was done in May 1981 and the second load test was done in September 1981 as the plant did not pass the first test. He has further stated that a few employees were kept by the contractor M/s. McNally Bharat Company in between the period of first and second test for necessary works. In paragraph 5 he has stated that as per contract after the preliminary acceptance of the plant the ownership

comes under the Bharat Coking Coal Ltd. and for operation and maintenance of the plant Bharat Coking Coal Ltd., has to give operating and maintenance personnel. Admittedly no document has been filed by the management to show that in fact the first load test was done in May 1981 and second, in September 1981. No reason has been assigned as to why those documents have not been filed.

24. It will further appear that the definite case of the management is that the concerned workmen at the time of their retrenchment were paid retrenchment compensation by M/s. McNally Bharat Engg. Co. Ltd. This fact is very specifically stated in their written statement as also in the evidence of Project Officer MW-1 himself. MW-1 in para 7 of his deposition has stated that all the workers after being retrenched by the contractor were paid retrenchment compensation fully. In para 24 of his cross-examination he has stated that the services of the concerned workmen were terminated by M/s. McNally Bharat Engg. Co. Ltd., but he cannot say from which date. He has further stated that he has got no document to show that they were paid by the said Firm for the period from 29-12-79 to 3-1-81. In para 25 he has stated that the concerned workmen were paid retrenchment compensation by the said company and the documents are with them. Now if the concerned workmen would have been retrenched by M/s. McNally Bharat Engg. Co. Ltd., and would have been paid retrenchment compensation by them then those documents were very important documents in this case and they would have falsified the case of the concerned workmen altogether. But admittedly those documents were never called for by the management. As the management asserted definitely that the concerned workmen were retrenched by the contractor and paid retrenchment compensation by them which has been emphatically denied by the concerned workmen, onus lay on the present management to prove the said fact. It is admitted by the Project Officer in para 25 that they have still got business with M/s. McNally Bharat Engineering Co. Ltd. It is also stated by him that the warranting period is not over and defects if any are still being removed by the said company. In that view of the matter it was not difficult for the present management to obtain those papers from M/s. McNally Bharat Engg. Co. and file them in this case to falsify the claim of the concerned workmen. No reason has been assigned as to why those documents were not called for nor filed in this case.

25. Admittedly the concerned workmen worked in the Washery even after it is taken over but still MW-1 cannot say from which date the concerned workmen were retrenched by the McNally Bharat Engg. Co. MW-1 is the Project Officer and he is expected to know all these facts.

26. It cannot be denied that a Coal Washery comes within the definition of mine under the Industrial Disputes Act and every mine has to maintain Form 'B' register. The two witnesses examined on behalf of the workmen one of whom is the concerned workman himself has stated that names of the concerned workmen were entered in the Form 'B' register. But inspite of it Form 'B' register has not been filed. The Project Officer MW-1 in para 20 of his cross-examination has stated that he does not recollect if the names of the concerned workmen were entered in the Form 'B' register in the colliery after 29-12-79 or not. He has further stated that he does not recollect if the attendance of these workers were entered in the attendance register meant for casual workers and Apprentices. The above statement clearly indicate that the Form 'B' register as also attendance register are maintained by the Washery but neither of these two have been filed. Instead the management has filed Ext. M-15 which is said to be a register of employees of Sudamdh Coal Washery. The Seal of the Project Officer is given on the first page and other pages of this register but it is not signed by him. Further this register appears to have been written in one sitting although date of joining of the workmen mentioned in it are of different dates in different years and the register from a very look of it appears to be suspicious. No doubt some attendance registers Ext. M-16 series have also been filed but they do not indicate as to whether they are in respect of casual workmen or not. For the same month and year entries have been made in different registers and further if we compare this register with the register of employees it will appear that the number of employees do not tally.

27. The management ought to have filed the Form 'B' register of the washery to falsify the case of the concerned workman but that has not been done.

28. It will also appear that the definite case of the concerned workmen is that the Washery was handed over to M/s. Bharat Coking Coal Ltd., in December 1979 and these concerned workmen worked under the Bharat Coking Coal Ltd., from January 1980 till 3-1-81 and for this period they were paid by the coal washery management. According to the management, however payment for the said period was made by M/s. McNally Bharat Engg. Co. Ltd. In that case the documents of M/s. McNally Bharat Engg. Co. should have been called for to prove the said fact as MW-1 himself has admitted that the documents showing the payments are with the said Firm. Besides the workmen have also filed two identity cards one in the name of WW-1 and another in the name of other workman and they have been marked Exts. W-7 and W-7/1. The signatures of the Project Officer on these two cards is admitted by MW-3 and have been marked Exts. W-6 and W-6/1. WW-2 has stated that besides him the other workmen also got identity cards by the Project Officer as they were employees under Bharat Coking Coal Ltd. If the concerned workmen were not employees of the Bharat Coking Coal Ltd., there was no question of issuing any identity cards to them. Certain documents have also been filed on behalf of the workmen showing that several persons have been newly appointed by the washery and some have been brought on transfer but the concerned workmen were retrenched. But they are not very material for the purpose of this case nor they were referred to at the time of argument.

29. Much reliance has been placed on behalf of the management on certain Court documents. It is stated by them that some of the workmen including the concerned workmen had filed a Title Suit No. 51/80 before the Munsif Dhanbad in which they prayed for injunction restraining the Bharat Coking Coal Ltd., as also M/s. McNally Bharat Engg. Co. Ltd., from retrenching them. Ext. M-6 is the plaint of the said Title Suit and Ext. M-3 and Ext. M-4 are the orders passed on injunction matter by the trial Court as also the Appellate Court showing that the prayer of the plaintiff was rejected. On behalf of the concerned workmen it is stated in the evidence of WW-2 that they were not concerned with the said Title Suit. The plaint of the Suit would show that it was filed under Order I, Rule 3 C.P.C. but none of the concerned workmen are plaintiffs in that case. Ext. M-5, however, is a certified copy of Annexure said to have been filed along with the plaint and it mentions the names of certain worker and on the basis of this annexure it is stated that the name of some of the concerned workmen are mentioned there. But the names as mentioned in the Annexure have not been identified with the concerned workmen by any evidence on behalf of the management. It might be that two persons may be of the same name. Further several hundred workers were working under the contractor and without parentage and residence it is very difficult to say that in fact the concerned workmen were also party in the said Title Suit. If any of the concerned workmen would have been plaintiff in that Suit then the matter would have been different. The said document, therefore, does not help the management.

30. The management has also filed Ext. M-9 which is a certified copy of judgment in Labour Court Application No. 72/79 of this Court in which some of the workers claimed difference of wages against M/s. Bharat Coking Coal Ltd., and M/s. McNally Bharat Engg. Co. But this difference of wages was claimed from 1-1-77 to 1978-79. The said Application was dismissed by my predecessor-in-office on the preliminary issue that there was no relationship of employer and employee between Bharat Coking Coal Ltd., and the applicants. This judgment also do not help the management as the claim was of the period when the washery was under construction and admittedly the concerned workmen were then workmen under the contractor viz. M/s. McNally Bharat Engg. Co. Ltd. and so during that period the Bharat Coking Coal Ltd., could not have been their employer. The relationship of employer and employee between the Bharat Coking Coal Ltd., and the concerned workmen started with effect from 29-12-79 and it continued till 3-1-81 when they worked under the Bharat Coking Co. Ltd.

31. Considering the entire evidence and facts and circumstance of the case, it is held that there was relationship of employer and employee between the concerned workmen and the Bharat Coking Coal Ltd., from 29-12-79 till 3-1-81 when they were retrenched by the Bharat Coking Coal Ltd. Evidently during this period they worked continuously under

the present management and was justified to have been absorbed permanently there as admittedly they were not retrenched or discharged on payment of any retrenchment compensation.

32. It is now well settled that retrenchment includes every kind of termination and the termination of service for any reason whatsoever under Section 2(oo) of the Industrial Disputes Act covers every kind of termination of service except those not expressly included in Section 25F or not expressly provided for in other provisions of the I.D. Act. To support this view reliance can be placed on two rulings one reported in 1980 Lab. I.C. page 687 and the other in the famous Sudermoni Case reported in 1976 Lab. I.C. page 769.

33. Section 25F of the Industrial Disputes Act clearly provides that no workman who has been in continuous service for not less than one year shall be retrenched unless he is paid one month notice or wages for the period of notice besides retrenchment compensation. Admittedly nothing has been paid to these concerned workmen and the stoppage of their work or their termination or discharge by the Bharat Coking Coal Ltd., must be held to be illegal. In such circumstances the concerned workmen are entitled to be absorbed by the Bharat Coking Coal Ltd., as their regular employees.

34. Considering the entire evidence and facts and circumstances of the case, I hold that the management was not justified in not absorbing the concerned workman as their regular employees. They are entitled to be absorbed as their regular employees with full back wages.

35. I give my award accordingly.

J. N. SINGH, Presiding Officer
[No. L-20012(126)/81-D.III(A)]
A. V. S. SARMA, Desk Officer

नई दिल्ली, 9 मार्च 1983

का० आ० 1697.—केन्द्रीय सरकार, कर्मचारी भविष्य निधि स्कीम, 1952 के पैरा 5 के साथ पठित पैरा 4 के उपपैरा (1) के अनुसरण में अवर सचिव, पंजाब सरकार, राजस्व विभाग, चण्डीगढ़ और श्री ओ० पी० मेहता, ऑल इंडिया ट्रेड यूनियन कांग्रेस, चौक धोलेवाला, लुधियाना, को पंजाब के लिए कर्मचारी भविष्य निधि की प्रादेशिक समिति के सदस्यों के रूप में नियुक्त करती है और भारत सरकार के भूतपूर्व श्रम मंत्रालय की अधिसूचना सं० का० आ० 2789, तारीख 15 जुलाई, 1982 का निम्नलिखित संशोधन करती है, अर्थात्

उक्त अधिसूचना में, क्रम सं० 2 और 9 और उनसे संबंधित प्रविष्टियों के स्थान पर निम्नलिखित क्रम सं० और प्रविष्टियाँ रखी जाएंगी अर्थात्:—

“2. अवर सचिव, पंजाब सरकार,
राजस्व विभाग,
चण्डीगढ़”

“9. श्री ओ० पी० मेहता

ऑल इंडिया ट्रेड यूनियन कांग्रेस कार्यालय,
चौक धोलेवाला,
लुधियाना।”

[फा० सं० बी 20012(18)/78-पी०एफ० (ii)]

New Delhi, the 9th March, 1983

S.O. 1697.—In pursuance of sub-paragraph (1) of paragraph 4 read with paragraph 5 of the Employees' Provident Funds Scheme, 1952, the Central Government hereby appoints Under Secretary to the Government of Punjab, Revenue Department, Chandigarh and Shri O. P. Mehta, All India Trade Union Congress Office, Chowk Dholewal, Ludhiana as members of the Regional Committee of the Employees' Provident Fund for Punjab and makes the following amendments in the notification of the Government of India, in the late Ministry

of Labour No. S.O. 2789 dated the 15th July, 1982, namely:—

In the said notification, for serial numbers 2 and 9 and the entries relating thereto, the following serial numbers and entries shall respectively be substituted, namely:—

“2. Under Secretary to the Government of Punjab,
Revenue Department,
Chandigarh.”

“9. Shri O. P. Mehta,
All India Trade Union Congress Office,
Chowk Dholewal,
Ludhiana.”

[No. V-20012(18)/78-PF(II)]

नई दिल्ली, 10 मार्च, 1983

का. आ. 1698 :—मैसर्स छिन्वाड़ा जिला सहकारी कर्मागारी बँक मर्यादित, छिन्वाड़ा (म.प्र./1133), (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है ;

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पृथक् अभिदाय या प्रीमियम का संदाय किए बिना ही, भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए ये फायदे उन फायदों से अधिक अनुकूल हैं जो कर्मचारी निक्षेप सहस्रक बीमा स्कीम 1976 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुशेय है ;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उप-धारा (2-क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, और इससे उपाबद्ध अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए, उक्त स्थापन को तीन वर्ष की अवधि के लिए उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है ।

अनुसूची

1. उक्त स्थापन के संबंध में नियोजक प्रादेशिक भविष्य निधि आयुक्त मध्य प्रदेश को ऐसी विवरणियाँ भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएँ प्रदान करेगा जो केन्द्रीय सरकार समय-समय पर निर्दिष्ट करे ।

2. नियोजक, ऐसे निरीक्षण प्रभारों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर संदाय करेगा जो केन्द्रीय सरकार उक्त अधिनियम की धारा 17 की उपधारा (3क) के खंड (क) के अधीन समय-समय पर निर्दिष्ट करे ।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अन्तर्गत लेखाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का संदाय, लेखाओं का अन्तरण, निरीक्षण प्रभारों का संदाय आदि भी है, होने वाले सभी व्ययों का वहन नियोजक द्वारा किया जायेगा ।

4. नियोजक, केन्द्रीय सरकार द्वारा यथा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति, और जब कभी उनमें संशोधन किया जाए, तब उस संशोधन की प्रति तथा कर्मचारियों

की बहुसंख्या की भाषा में उसकी मुख्य बातों का अनुवाद, स्थापन के सूचना-पट्ट पर प्रदर्शित करेगा।

5 यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो, नियोजक सामूहिक बीमा स्कीम के सदस्य के रूप में उनका नाम तुरन्त दर्ज करेगा और उसकी बावत आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को संदत्त करेगा।

6 यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाए जाते हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप से वृद्धि की जाने की व्यवस्था करेगा, जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनुज्ञेय हैं।

7 सामूहिक बीमा स्कीम में किसी बात के होते हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन संदेय रकम उस रकम से कम है, जो कर्मचारी को उस दशा में संदेय होती, जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिस/नाम निर्देशितों को प्रतिकर के रूप में दोनों रकमों के अन्तर के बराबर रकम का संदाय करेगा।

8 सामूहिक बीमा स्कीम के उपबन्धों में कोई भी संशोधन, प्रादेशिक भविष्य निधि आयुक्त, मध्य प्रदेश के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहाँ किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो वहाँ, प्रादेशिक भविष्य निधि आयुक्त अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का व्यक्तिगत अवसर देगा।

9 यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम की उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है अधीन नहीं रह जाते हैं, या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी नीति से कम हो जाते हैं, तो यह छूट रद्द की जा सकती है।

10. यदि किसी कारणवश, नियोजक उस नियत तारीख के भीतर, जो भारतीय जीवन बीमा निगम नियत करे, प्रीमियम का संदाय करने में असफल रहता है, और पालिसी को व्यपगत हो जाने बिया जाता है तो, छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के संदाय में किए गए किसी व्यतिक्रम की दशा में, उन मृत सदस्यों के नाम निर्देशितियों या विधिक वारिसों को जो यदि यह, छूट न दी गई होती तो उक्त स्कीम के अन्तर्गत होते, बीमा फायदों के संदाय का उत्तरदायित्व नियोजक पर होगा।

12. उक्त स्थापन के सम्बन्ध में नियोजक, इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर उसके हकदार नाम निर्देशितियों/विधिक वारिसों को बीमाकृत रकम का संदाय तत्परता से और प्रत्येक दशा में भारतीय जीवन बीमा निगम से बीमाकृत रकम प्राप्त होने के सात दिन के भीतर सुनिश्चित करेगा।

[संख्या एम-35014/42/83-पी.एफ.-2]

New Delhi, the 10th March, 1983

S.O. 1698.—Whereas Messrs The Chhindwara Jila Sahakari Kendriya Bank Mydt Chhindwara (MP/1133) (hereinafter referred to as the said establishment) have applied for

exemption under sub-section (2A) of section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act (19 of 1952) (hereinafter referred to as the said Act),

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees Deposit-Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

SCHEDULE

1 The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Madhya Pradesh, maintain such accounts and provide such facilities for inspection, as the Central Government may direct from time to time.

2 The employer shall pay such inspection charges as the Central Government may, from time to time, direct under Clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3 All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc shall be borne by the employer.

4 The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5 Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6 The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7 Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8 No amendment of the provisions of the Group Insurance Scheme shall be made without the prior approval of the Regional Provident Fund Commissioner, Madhya Pradesh and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9 Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the member covered under the Scheme the employer in relation to the said establishment shall ensure prompt payment of the sum assured to the nominee/legal heirs entitled for it and in any case within 7 days of the receipt of the sum assured from the Life Insurance Corporation of India.

[No. S-35014(42)/83-PF. III]

का. आ. 1699 :—मैसर्स ए. सी. एम. सी. मशीन्स, 7, इण्डस्ट्रियल एस्टेट, नूनबाई, आगरा-282006 (उत्तर प्रदेश-6673), (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और पकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उप-धारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है ;

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पृथक् अभिदाय या प्रीमियम का संदाय किए बिना ही, भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए ये फायदे उन फायदों से अधिक अनुकूल हैं जो कर्मचारी निक्षेप सहबद्ध बीमा स्कीम, 1976 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुज्ञेय है ;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उप-धारा (2-क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, और इससे उपाबद्ध अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए, उक्त स्थापन को तीन वर्ष की अवधि के लिए उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है ।

अनुसूची

1. उक्त स्थापन के संबंध में नियोजक प्रादेशिक भविष्य निधि आयुक्त उत्तर प्रदेश को ऐसी विवरणियां भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार समय-समय पर निर्दिष्ट करे ।

2. नियोजक, ऐसे निरीक्षण प्रभागों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर संदाय करेगा जो केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (3क) के खंड (क) के अधीन समय-समय पर निर्दिष्ट करे ।

3. सामूहिक बीमा स्कीम के प्रणयन में, जिसके अन्तर्गत लेखाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का संदाय, लेखाओं का अन्तरण, निरीक्षण प्रभागों का संदाय आदि भी है, होने वाले सभी व्ययों का वहन नियोजक द्वारा किया जायेगा ।

4. नियोजक, केन्द्रीय सरकार द्वारा यथा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति, और जब कभी उनमें संशोधन किया जाए, तब उस संशोधन की प्रति तथा कर्मचारियों

की बहुमुखी भाषा में उसकी मुख्य बातों का अनुवाद, स्थापन के सूचना-पट्ट पर प्रदर्शित करेगा ।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो, नियोजक सामूहिक बीमा स्कीम के सदस्य के रूप में उनका नाम तुरन्त दर्ज करेगा और उसकी वांछित आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को मंदत करेगा ।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाए जाते हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप से वृद्धि की जाने की व्यवस्था करेगा, जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों में अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनुज्ञेय हैं ।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन सन्देश्य रकम उस रकम से कम है, जो कर्मचारी को उस दशा में सन्देश्य होती जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिस/नाम निर्देशिती को प्रतिकर के रूप में दोनों रकमों के अन्तर के बराबर रकम का सन्दाय करेगा ।

8. सामूहिक बीमा स्कीम के उपबन्धों में कोई भी संशोधन, प्रादेशिक भविष्य निधि आयुक्त, उत्तर प्रदेश के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहां किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो वहां, प्रादेशिक भविष्य निधि आयुक्त अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का व्यक्तिगत अवसर देगा ।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम की उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है अधीन नहीं रह जाते हैं, या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति में कम हो जाते हैं, तो यह छूट रद्द की जा सकती है ।

10. यदि किसी कारणवश, नियोजक उस नियत तारीख के भीतर, जो भारतीय जीवन बीमा निगम नियत करे, प्रीमियम का संदाय करने में असफल रहता है, और पालिसी की व्यपगत हो जाने दिया जाता है तो, छूट रद्द की जा सकती है ।

11. नियोजक द्वारा प्रीमियम के संदाय में किए गए किसी व्यक्तिगत दशा में, उन मृत सदस्यों के नाम निर्देशितियों या विधिक वारिसों को जो यदि यह, छूट न दी गई होती तो उक्त स्कीम के अन्तर्गत होते, बीमा फायदों के संदाय का उत्तरदायित्व नियोजक पर होगा ।

12. उक्त स्थापन के सम्बन्ध में नियोजक, इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर उसके हकदार नाम निर्देशितियों/विधिक वारिसों को बीमाकृत रकम का संदाय तत्परता से और प्रत्येक दशा में भारतीय जीवन बीमा निगम से बीमाकृत रकम प्राप्त होने के सात दिन के भीतर सुनिश्चित करेगा ।

[संख्या एस-35014/43/83-पी.एफ.-2]

S.O. 1699.—Whereas Messrs APMC Machines, 7, Industrial Estate, Numbai, Agra-282006 (UP/6673), (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees Deposit-Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Uttar Pradesh, maintain such accounts and provide such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme shall be made without the prior approval of the Regional Provident Fund Commissioner, Uttar Pradesh and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life

Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of insurance benefits to the nominees or the legal heirs of deceased member who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the member covered under the Scheme the employer in relation to the said establishment shall ensure prompt payment of the sum assured to the nominee/legal heirs entitled for it and in any case within 7 days of the receipt of the sum assured from the Life Insurance Corporation of India.

[No. S-35014(43)/83-PF. II]

का० आ० 1700—केन्द्रीय सरकार का समाधान हो गया है कि कैसे उपायवद्ध अनुसूची में विनिर्दिष्ट कारखानों के जो भारत सरकार के हैं कर्मचारियों को, कर्मचारी राज्य बीमा अधिनियम, 1948 (1949 का 34) के अधीन उपयुक्त लागू अन्यथा मिल रहे हैं,

अतः अब केन्द्रीय सरकार, उक्त अधिनियम की धारा 90 द्वारा प्रवृत्त शक्तियों का प्रयोग करते हुए, और भारत सरकार के श्रम मंत्रालय की अधिसूचना सं० का० आ० 1379 तारीख 25 मार्च, 1982 के अनुक्रम में, पूर्वोक्त अनुसूची के स्तंभ 2 में विनिर्दिष्ट कारखानों को, 1 अक्टूबर, 1982 से 30 सितम्बर, 1983 तक की जिसमें यह तारीख भी सम्मिलित है, और अवधि के लिए उक्त अधिनियम के प्रवर्तन से छूट देती है।

2 पूर्वोक्त छूट की शर्तें निम्नलिखित हैं, अर्थात्—

(1) पूर्वोक्त कारखाना, जिसमें कर्मचारी नियोजित हैं, एक रजिस्टर रखेगा, जिसमें छूट प्राप्त कर्मचारियों के नाम और पदाभिधान लिखा जाएगा,

(2) इस छूट के होते हुए भी, कर्मचारी उक्त अधिनियम के अधीन ऐसे फायदे प्राप्त करते रहेंगे, जिनको पाने के लिए वे इस अधिसूचना द्वारा दी गई छूट के प्रवृत्त होने की तारीख से पूर्व संवत्त अभिवादा के आधार पर हकदार हो जाते,

(3) छूट प्राप्त अवधि के लिए यदि कोई अभिवादा पहले ही किए जा चुके हों तो वे वापस नहीं किए जाएंगे,

(4) उक्त कारखाने का निर्धारण, इस अवधि की शक्ति जिसके द्वारा उस कारखाने पर उक्त अधिनियम प्रवर्तमान था (जिसमें इसमें पश्चात् "उक्त अवधि" कहा गया है), ऐसी विवरणियां जिनमें प्रथम में और जैसी विनिर्दिष्टियों सहित होगा जो कर्मचारी राज्य बीमा (साधारण) विनियम, 1950 के अधीन उसे उक्त अवधि की वास्तविकता देनी थी,

(5) निगम द्वारा उक्त अधिनियम की धारा 45 की उपधारा (1) के अधीन नियुक्त किया गया कोई निरीक्षक, या निगम का या निम्न प्राधिकृत कोई अन्य पदधारी—

(1) धारा 44 की उपधारा (i) के अधीन, उक्त अवधि की वास्तविकता दी गई किसी विवरणी की विनिर्दिष्टियों को सत्यापित करने के प्रयोजनार्थ, या

(2) यह अभिविश्चित करने के प्रयोजनार्थ कि कर्मचारी राज्य बीमा (साधारण) विनियम, 1950 द्वारा यथा उपेक्षित रजिस्टर और अभिलेख उक्त अवधि के लिये रखे गए थे या नहीं, या

(3) यह अभिविश्चित करने के प्रयोजनार्थ कि कर्मचारी नियोजक द्वारा किए गए उन फायदों को, जिनके प्रति-फलस्वरूप इस अधिसूचना के अधीन छूट दी जा रही है,

नकद और वस्तु रूप में पाने का हकदार बने हुए हैं या नहीं, या

- (4) यह अभिनिर्दिष्ट करने के प्रयोजनार्थ कि उन अवधि के दौरान जब उन कारखाने के संघ में अधिनियम के उपबंध प्रवृत्त थे, ऐसे किसी उपबंधों का अनुपालन किया गया था या नहीं,

निम्नलिखित कार्य करने के लिए सशक्त होमा—

- (क) प्रधान या अध्यक्षित नियोजक से अपेक्षा करना कि वह उसे ऐसी जानकारी दे जिसे उपरोक्त निरीक्षक या अन्य पदधारी आवश्यक समझता है, या

- (ख) ऐसे प्रधान या अध्यक्षित नियोजक के अधिभोगाधीन किसी कारखाने, स्थापन, कार्यालय या अन्य परिसर में किसी भी उचित समय पर प्रवेश करना और उसके भारमाधक व्यक्ति से अपेक्षा करना कि वह व्यक्तियों के नियोजन और मजदूरी के संदाय से संबंधित ऐसे लेखा बहियाँ और अन्य दस्तावेज, ऐसे निरीक्षक या अन्य पदधारी के समक्ष प्रस्तुत कर और उनकी परीक्षा करने दे, या उन्हें ऐसी जानकारी दे जिसे वे आवश्यक समझते हैं, या

- (ग) प्रधान या अध्यक्षित नियोजक की, उसके अभिवर्ता या सेवक की, या ऐसे किसी व्यक्ति की जो ऐसे कारखाने, स्थापन, कार्यालय या अन्य परिसर में पाया जाए, या ऐसे किसी व्यक्ति की जिसके बारे में उक्त निरीक्षक या अन्य पदधारी के पास यह विश्वास करने का युक्तियुक्त कारण है कि वह कर्मचारी है, परीक्षा करना, या

- (घ) ऐसे कारखाने, स्थापन, कार्यालय या अन्य परिसर में रखे गए किसी रजिस्टर, लेखाबही या अन्य दस्तावेज की नकल तैयार करना या उससे उद्धरण लेना।

अनुसूची

क्रमांक	कारखाने का नाम	संबंध मंत्रालय/विभाग
1.	मास मैजिन प्रैस, माग मैजिंग यूनिट, मथुरा, रोड, नई, दिल्ली	स्वास्थ्य और परिवार कल्याण मंत्रालय (परिवार कल्याण विभाग)
2.	अखिल भारतीय भौतिक औषधि और पुनर्वासि संस्थान, मुम्बई की प्रास्थैतिक कर्मशाला।	स्वास्थ्य और परिवार कल्याण मंत्रालय (स्वास्थ्य विभाग)
3.	गवर्नमेंट अफीम और ऐनक्लेलाईड वर्क्स, गाजीपुर।	विन्स मंत्रालय (राजस्व विभाग)
4.	न्यूक्लीय रचन कंप वैक्स हैदराबाद।	परमाणु ऊर्जा विभाग
5.	कलकत्ता, बम्बई और जयलपुर के दूर संचार कारखाना।	संचार मंत्रालय (डाक और तार बोर्ड)
6.	सरकारी तार मण्डार, मुम्बई।	संचार मंत्रालय (डाक और तार बोर्ड)
7.	डाक तार मोटर सेवा, बर्मशालाएँ।	संचार मंत्रालय (डाक और तार बोर्ड)
8.	अग्रिक हैरालिंग संयंत्र स्थान कारखाना विशाखापटनम, पोर्टे ट्रस्ट, विशाखापटनम।	पोत परिवहन और परिवहन मंत्रालय
9.	मौसम विज्ञान कर्मशाला, पुणे।	मेटेओ और सिविल विभाग मंत्रालय
10.	भूगर्भीय और अनुसंधान शाखा कर्मशाला भारतीय सर्वेक्षण, देहरादून।	विज्ञान और प्रौद्योगिकी विभाग
11.	भारतीय सर्वेक्षण के अधीन सर्वेक्षण विज्ञान और प्रौद्योगिकी विभाग निदेशालय (ए० आई० आर०), मुद्रण प्रैस, नई दिल्ली	

12. भारतीय सर्वेक्षण संस्थान, हैदरा- विज्ञान और प्रौद्योगिकी विभाग नाथ के पाईलट मानविक उत्पादन संयंत्र का 104 (4 बी०डी०) (हैदराबाद) मुद्रण समूह

13. भारत सरकार मुद्रणालय, निर्माण और आवास मंत्रालय कोयम्बतूर

14. भारत सरकार मुद्रणालय, कोर्टटी निर्माण और आवास मंत्रालय

15. भारत सरकार टैक्सट बुक्स प्रैस, निर्माण और आवास मंत्रालय चण्डीगढ़

16. भारत सरकार फोटो लिथो प्रैस, निर्माण और आवास मंत्रालय फरीदाबाद।

17. लघु उद्योग सेवा संस्थान, इण्ड- उद्योग मंत्रालय स्ट्रिम एस्टेट, ओखला, दिल्ली।

18. भारत सरकार टैक्सट बुक्स प्रैस निर्माण और आवास मंत्रालय, टीनरसीपुर रोड, मैसूर-11 मुद्रण निदेशालय।

[सं० एम०-38014/34/82-एच०आई०]

व्याख्यात्मक शीर्षक

इस मामले में भूतसत्ती प्रभाव से छूट देनी आवश्यक हो गई है, क्योंकि छूट के लिए आवेदन-पत्रों पर कार्यवाही करने में समय लगा। तथापि, यह प्रमाणित किया जाता है कि भूतसत्ती प्रभाव से छूट देनी से किसी के हित पर प्रतिकूल प्रभाव नहीं पड़ेगा।

S.O. 1700:—Whereas the Central Government is satisfied that the employees of the factories, specified in the Schedule annexed hereto, belonging to the Government of India are otherwise in receipt of benefits provided under the Employees' State Insurance Act, 1948, (34 of 1948).

Now, therefore, in exercise of the powers conferred by section 90 of the said Act in continuation of the notification of the Government of India in the Ministry of Labour No. S.O. 1379 dated the 25th March, 1982, the Central Government hereby exempts the factories specified in column 2 of the Schedule aforesaid, from the operation of the said Act for a further period with effect from the 1st October, 1982 upto and inclusive of the 30th September, 1983.

2. The above exemption is subject to the following conditions namely:—

- (1) The employer of the said factory shall submit in respect of the period during which that factory was subject to the operation of the said Act (hereinafter referred to as the said period), such returns in such form and containing such particulars as were due from it in respect of the said period under the Employees' State Insurance (General) Regulations, 1950;

- (2) Any inspector appointed by the Corporation under sub-section (1) of section 45 of the said Act or other official of the Corporation authorised in this behalf shall, for the purposes of—

- (i) verifying the particulars contained in any return submitted under sub-section (1) of section 44 for the said period; or

- (ii) ascertaining whether registers and records were maintained as required by the Employees' State

Insurance (General) Regulations, 1950 for the said period; or

(iii) ascertaining whether the employees continue to be entitled to benefits provided by the employer in cash and kind being benefits in consideration of which exemption is being granted under this notification; or

(iv) ascertaining whether any of the provisions of the Act has been complied with during the period when such provisions were in force in relation to the said factory;

be empowered to—

- require the principal or immediate employer to furnish to him such information as he may consider necessary; or
- enter any factory, establishment, office or other premises occupied by such principal or immediate employer at any reasonable time and require any person found incharge thereof to produce to such inspector or other official and allow him to examine such accounts, books and other documents relating to the employment of persons and payment of wages or to furnish to him such information as he may consider necessary; or
- examine the principal or immediate employer, his agent or servant, or any person found in such factory, establishment, office or other premises or any person who the said inspector or other official has reasonable cause to believe to have been an employee; or
- make copies of or take extracts from any register, account book or other document maintained in such factory, establishment, office or other premises.

SCHEDULE

Sl. No.	Name of the Factory	Ministry/Department concerned
(1)	(2)	(3)
1.	Mass Mailing Press Mailing Unit, Mathura, Road, New Delhi.	Ministry of Health and Family Welfare (Department of Family Welfare).
2.	Prosthetic Workshops of the All India Institute of Physical Medicine and Rehabilitation, Bombay.	Ministry of Health and Family Welfare (Department of Health).
3.	Government Opium and Alkaloid Works, Ghazipur.	Ministry of Finance (Department of Revenue).
4.	Nuclear Fuel, Complex, Hyderabad.	Department of Atomic Energy.
5.	Tekcommunication Factories at Calcutta, Bombay and Jabalpur.	Ministry of Communications (Post and Telegraph Board).
6.	Government Telegraph Stores, Bombay.	Ministry of Communications (Post and Telegraph Boards).
7.	Posts and Telegraphs, Motor Service Workshops.	Ministry of Communications (Post and Telegraph Boards).
8.	Ore Handling Plant Site Workshop, Visakhapatnam, Port Trust, Visakhapatnam.	Ministry of Shipping and Transport.

9.	Meteorological Workshop, Poona,	Ministry of Tourism and Civil Aviation.
10.	Geodetic and Research Branch Workshops Survey of India, Dehradun.	Department of Science and Technology.
11.	Directorate of Survey (AIR) under Survey of India.	Department of Science and Technology.
12.	No. 104(4BD) Printing Group Pilot Map Production Plant Survey of India Hyderabad.	Department of Science and Technology.
13.	Government of India Press Coimbatore.	Ministry of Works and Housing.
14.	Government of India Press Koratty.	Ministry of Works and Housing.
15.	Government of India Text Books Press, Chandigarh.	Ministry of Works and Housing.
16.	Government of India Photo Litho Press, Faridabad.	Ministry of Works and Housing.
17.	Small Industries Service Institute Industrial Estate Okhla Delhi.	Ministry of Industries.
18.	Government of India Text and Books Press T. Nagaripur Road Mysore-II.	Ministry of Works and Housing Directorate of Printing.

[No. S-38014/34/82-HU]

EXPLANATORY MEMORANDUM

It has become necessary to give retrospective effect to the exemption in this case as the processing of the applications for exemption took time. However it is certified that grant of exemption with retrospective effect will not affect the interest of any body adversely.

क्र.सं. 1701.— केन्द्रीय सरकार, कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) की धारा 91 क के साथ पठित धारा 88 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मैमर्स हेल्थक्राफ्ट्स एण्ड हेल्थनुम्स कार्पोरेशन ऑफ इंडिया लिमिटेड, नई दिल्ली के एककों जो (i) गैड संख्या 2 से 5, सेक्टर 11 ए, नीएंडा (उत्तर प्रदेश) और (ii) सुवर्ण जिल्डिंग, 14, इहाइदन रोड, मद्रास-14 में स्थित हैं जिसका कारखाना गिडो इंडस्ट्रियल कॉम्प्लेक्स मद्रास में स्थित है के नियमित कर्मचारियों का उक्त अधिनियम के प्रवर्तन से 1 जुलाई, 1976 से 30 सितम्बर, 1982 तक की अवधि के लिए जिसमें यह तारीख भी सम्मिलित है, छूट देती है।

2. उक्त छूट निम्नलिखित बातों के अधीन है, अर्थात् :-

- (1) पूर्वोक्त कारखाना, जिसमें कर्मचारी नियोजित हैं, एक रजिस्टर रखेगा जिसमें छूट प्राप्त कर्मचारियों के नाम और पदविधान दर्जित किए जाएंगे,
- (2) इस छूट के होते हुए भी, कर्मचारी उक्त अधिनियम के अधीन ऐसी प्रसुविधाएं प्राप्त करते रहेंगे, जिन्हें पाने के लिए वे इस अधिसूचना द्वारा दी गई छूट के प्रवृत्त होने की तारीख से पूर्व संवत्त अधिनियमों के आधार पर हकदार हो जाते,

- (3) छूट प्राप्त अवधि के लिए यदि कोई अभिदाय पहले ही संवत किए जा चुके हैं तो वे वापस नहीं किए जाएंगे ,
- (4) उक्त कारखाने का नियोजक उस अवधि की बाबत जिसके दौरान उस कारखाने पर उक्त अधिनियम प्रवृत्त था (जिसे इसमें इसके पश्चात उक्त अवधि कहा गया है) ऐसी विवरणियाँ ऐसे प्ररूप में और ऐसी विशिष्टियों सहित देगा जो कर्मचारी राज्य बीमा (माधारण) विनियम, 1950 के अधीन उसे उक्त अवधि की बाबत देनी थी,
- (5) नियम द्वारा उक्त अधिनियम की धारा 45 की उपधारा (1) के अधीन नियुक्त किया गया कोई निरीक्षक या इस निमित्त प्राधिकृत नियम का कोई अन्य पदधारी —
- (1) धारा 44 की उपधारा (1) के अधीन, उक्त अवधि की बाबत दी गई किसी शिक्का की विशिष्टियों को सत्यापित करने के प्रयोजनों के लिए, या
- (2) यह अभिनियमित करने के प्रयोजनों के लिए कि कर्मचारी राज्य बीमा (माधारण) विनियम, 1950 द्वारा यथा-अपेक्षित रजिस्टर और अभिलेख उक्त अवधि के लिए रखे गए थे या नहीं, या
- (3) यह अभिनियमित करने के प्रयोजनों के लिए कि कर्मचारी नियोजक द्वारा दी गई उन प्रशिक्षणों को, जो ऐसी प्रशिक्षण हैं जिनके प्रतिफलस्वरूप इस अधिसूचना के अधीन छूट दी जा रही है, तत्काल और समुचित रूप में पाने का हक्कदार बना हुआ है या नहीं, या
- (4) यह अभिनियमित करने के प्रयोजनों के लिए कि उस अवधि के दौरान, जब उक्त कारखाने के संबंध में अधिनियम के उपबंध प्रवृत्त थे, ऐसे किन्हीं उपबंधों का अनुपालन किया गया था या नहीं,

निम्नलिखित कार्य करने के लिए मण्डल होगा —

- (क) प्रधान नियोजक या अव्यवहित नियोजक से यह अपेक्षा करना कि वह उसे ऐसी जानकारी दे जो वह आवश्यक समझे, या
- (ख) ऐसे प्रधान नियोजक या अव्यवहित नियोजक के अभियोग में के कारखाना, स्थापन कार्यालय या अन्य परिसर में किसी भी उचित समय पर प्रवेश करना और उसके मारमाधक व्यक्ति से यह अपेक्षा करना कि वह व्यक्तियों के नियोजन और मजदूरी के सत्य से संबंधित ऐसे लेखाबहियाँ और अन्य दस्तावेज ऐसे निरीक्षण या अन्य पदधारी के समक्ष प्रस्तुत करे और उनकी परीक्षा करने दे या उसे ऐसी जानकारी दे जो वह आवश्यक समझे, या
- (ग) प्रधान नियोजक या अव्यवहित नियोजक की, उसके अधिकारी या सेवक की या ऐसे व्यक्ति की जो ऐसे कारखाने, स्थापन, कार्यालय या अन्य परिसर में पाया जाए, या ऐसे किसी व्यक्ति की जिसके बाये में उक्त निरीक्षक या अन्य पदधारी के पास यह विश्वास करने का युक्तियुक्त कारण है कि वह कर्मचारी है, परीक्षा करना या
- (घ) ऐसे कारखाने स्थापना, कार्यालय या अन्य परिसर में रखे गए किसी रजिस्टर, लेखाबही या अन्य दस्तावेज की मफल करना या उससे उद्धरण लेना ।

[सं. एन-38014/28/81-एच० आर्डी०]

Limited, New Delhi located at (i) Shed number 2 to 5, Sector II-A, NOIDA (Uttar Pradesh) and (ii) Sudeshan Building, 14, Whites Road, Madras-14 (with factory at Guindy Industrial Complex, Madras) from the operation of the said Act for a period with effect from the 1st July, 1976 upto and inclusive of the 30th September, 1982.

2. The above exemption is subject to the following conditions, namely :—

- (1) The aforesaid factory wherein the employees are employed shall maintain a register showing the names and designations of the exempted employees;
- (2) Notwithstanding this exemption, the employees shall continue to receive such benefits under the said Act to which they might have become entitled to on the basis of the contributions paid prior to the date from which exemption granted by this notification operates;
- (3) The contributions for the exempted period, if already paid, shall not be refunded;
- (4) The employer of the said factory shall submit in respect of the period during which that factory was subject to the operation of the said Act (hereinafter referred to as the said period), such returns in such form and containing such particulars as were due from it in respect of the said period under the Employees' State Insurance (General) Regulations, 1950;
- (5) Any Inspector appointed by the Corporation under sub-section (i) of Section 45 of the said Act, or other official of the Corporation authorised in this behalf shall, for the purposes of.
- (i) verifying the particulars contained in any return submitted under sub-section (1) of section 44 for the said period; or
- (ii) ascertaining whether registers and records were maintained as required by the Employees' State Insurance (General) Regulations, 1950 for the said period; or
- (iii) Ascertaining whether the employees continue to be entitled to benefits provided by the employer in cash and kind being benefits in consideration of which exemption is being granted under this notification, or
- (iv) ascertaining whether any of the provisions of the Act had been complied with during the period when such provisions were in force in relation to the said factory;
- be empowered to :—
- (a) require the principal or immediate employer to furnish to him such information as he may consider necessary,
- (b) enter any factory, establishment, office or other premises occupied by such principal or immediate employer at any reasonable time and require any person found incharge thereof to produce to such Inspector or other official and allow him to examine such accounts, books and other documents relating to the employment of persons and payment of wages or to furnish to him such information as he may consider necessary; or
- (c) examine the principal or immediate employer, his agent or servant, or any person found in such factory, establishment, office or other premises, or any person whom the said Inspector or other official has reasonable cause to believe to have been an employee; or
- (d) make copies of or take extracts from, any register, account book or other document maintained in such factory establishment, office or other premises.

EXPLANATORY MEMORANDUM

It has become necessary to give retrospective effect to the exemption in this case, as the application for exemption was

S.O. 1701. —In exercise of the powers conferred by section 88 read with section 91A of the Employees' State Insurance Act, 1948 (34 of 1948), the Central Government hereby exempts the regular employees of the units of M/s. Handicrafts and Handlooms Exports Corporation of India

received late. However, it is certified that the grant of exemption with retrospective effect will not affect the interest of anybody adversely.

[No. S-38014/28/81-HI]

नई दिल्ली, 12 मार्च, 1983

का. आ. 1702 :—मैसर्स स्पिका प्लास्टिक, 22/2, हादपसार इण्डस्ट्रियल एस्टेट, पूना-411013 (महाराष्ट्र/7964), (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है), ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है ;

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पृथक् अभिदाय या प्रीमियम का संदाय किए बिना ही, भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए ये फायदे उन फायदों से अधिक अनुकूल हैं जो कर्मचारी निक्षेप सहवृद्ध बीमा स्कीम 1976 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुश्रेय है ;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उप-धारा (2-क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, और इससे उपाबद्ध अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए, उक्त स्थापन को तीन वर्ष की अवधि के लिए उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है ।

अनुसूची

1. उक्त स्थापन के संबंध में नियोजक प्रादेशिक भविष्य निधि आयुक्त महाराष्ट्र को ऐसी विवरणियां भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार समय-समय पर निर्दिष्ट करे ।

2. नियोजक, ऐसे निरीक्षण प्रभागों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर संदाय करेगा जो केन्द्रीय सरकार उक्त अधिनियम की धारा 17 की उपधारा (3क) के खंड (क) के अधीन समय-समय पर निर्दिष्ट करे ।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अन्तर्गत लेखाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का संदाय, लेखाओं का अन्तरण, निरीक्षण प्रभागों का संदाय आदि भी है, होने वाले सभी व्ययों का वहन नियोजक द्वारा किया जायेगा ।

4. नियोजक, केन्द्रीय सरकार द्वारा यथा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति, और जब कभी उनमें संशोधन किया जाए, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उनकी मुख्य बातों का अनुवाद, स्थापन के सूचना-पट्ट पर प्रदर्शित करेगा ।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो, नियोजक सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी बाबत आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को संदत्त करेगा ।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाए जाते हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप से वृद्धि का जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनुश्रेय है ।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन सन्देश्य रकम उस रकम से कम है, जो कर्मचारी को उस दशा में सन्देश्य होती जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिस/नाम निर्देशिती को प्रतिकर के रूप में दोनों रकमों के अन्तर के बराबर रकम का सन्दाय करेगा ।

8. सामूहिक बीमा स्कीम के उपबन्धों में कोई भी संशोधन, प्रादेशिक भविष्य निधि आयुक्त, महाराष्ट्र के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहां किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो वहां, प्रादेशिक भविष्य निधि आयुक्त अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का व्यक्तिगत अवसर देगा ।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम की उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है अधीन नहीं रह जाते हैं, या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी नीति से कम हो जाते हैं, तो यह छूट रद्द की जा सकती है ।

10. यदि किसी कारणवश, नियोजक उस नियत तारीख के भीतर, जो भारतीय जीवन बीमा निगम नियत करे, प्रीमियम का संदाय करने में असफल रहता है, और पालिसी को व्यपगत हो जाने दिया जाता है तो, छूट रद्द की जा सकती है ।

11. नियोजक द्वारा प्रीमियम के संदाय में किए गए किसी व्यतिक्रम की दशा में, उन मृत सदस्यों के नाम निर्देशितियों या विधिक वारिसों को जो, यदि यह छूट न दी गई होती तो उक्त स्कीम के अन्तर्गत होते, बीमा फायदों के संदाय का उत्तरदायित्व नियोजक पर होगा ।

12. उक्त स्थापन के सम्बन्ध में नियोजक, इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर उसके हकदार नाम निर्देशितियों/विधिक वारिसों को बीमाकृत रकम का संदाय तत्परता से और प्रत्येक दशा में भारतीय जीवन बीमा निगम से बीमाकृत रकम प्राप्त होने के सात दिन के भीतर गतिविधित करेगा ।

[संख्या एस-35014/54/83-पी.एफ.-2]

New Delhi, the 12th March, 1983

S.O. 1702.—Whereas Messrs Spica Plastic, 22/2, Hadapsar Industrial Estate, Poona-411013 (MH/7964) (hereinafter referred to as the said establishment) have applied for exemption under sub-section(2A) of section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees Deposit-Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Maharashtra, maintain such accounts and provide such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme shall be made without the prior approval of the Regional Provident Fund Commissioner Maharashtra and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium, the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the member covered under the Scheme the employer in relation to the said establishment shall ensure prompt payment of the sum assured to the nominee/legal heirs entitled for it and in any case within 7 days of the receipt of the sum assured from the Life Insurance Corporation of India.

[No. S-35014(54)/83-PF. II]

का.आ.1703 :—मैसर्स नेशनल विण्डर, पिवाच मोहन मार्ग, वाराणसी-221001 (उत्तर प्रदेश/938), (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है ;

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पृथक् अभिदाय या प्रीमियम का संदाय किए बिना ही, भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए ये फायदे उन फायदों से अधिक अनुकूल हैं जो कर्मचारी निक्षेप महबूद बीमा स्कीम 1976 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुज्ञेय है ;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उप-धारा (2-क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, और इससे उपबद्ध अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए, उक्त स्थापन को तीन वर्ष की अवधि के लिए उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है ।

अनुसूची

1. उक्त स्थापन के संबंध में नियोजक प्रादेशिक भविष्य निधि आयुक्त उत्तर प्रदेश को ऐसी विवरणियां भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार समय-समय पर निर्दिष्ट करे ।

2. नियोजक, ऐसे निरीक्षण प्रभारों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर संदाय करेगा जो केन्द्रीय सरकार उक्त अधिनियम की धारा 17 की उपधारा (3क) के खंड (क) के अधीन समय-समय पर निर्दिष्ट करे ।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अन्तर्गत लेखाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का संदाय, लेखाओं का अन्तरण, निरीक्षण प्रभारों का संदाय आदि भी हैं, होने वाले सभी व्ययों का वहन नियोजक द्वारा किया जायेगा ।

4. नियोजक, केन्द्रीय सरकार द्वारा यथा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति, और जब कभी उनमें संशोधन किया जाए, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुगुण्या की भाषा में उसकी मुख्य बातों का अनुवाद, स्थापन के सूचना-पट्ट पर प्रदर्शित करेगा ।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो, नियोजक सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी बाबत आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को संदत्त करेगा ।

8. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाए जाते हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समूचित रूप से वृद्धि की जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अंगूक हों, जो उक्त स्कीम के अधीन अंगूजेय हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन सन्देश्य रकम उस रकम से कम है, जो कर्मचारी को उस दशा में सन्देश्य होती जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिस/नाम निर्देशिनी को प्रतिकर के रूप में दोनों रकमों के अन्तर के बराबर रकम का सन्दाय करेगा।

8. सामूहिक बीमा स्कीम के उपबन्धों में कोई भी संशोधन, प्रादेशिक भविष्य निधि आरक्षित, उत्तर प्रदेश के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहाँ किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो वहाँ, प्रादेशिक भविष्य निधि आरक्षित अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का व्यक्तिगत अवसर देगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम की उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है अधीन नहीं रह जाते हैं, या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी सीमा से कम हो जाते हैं, तो यह छूट रद्द की जा सकती है।

10. यदि किसी कारणवश, नियोजक उस नियत तारीख के भीतर, जो भारतीय जीवन बीमा निगम नियत करे, प्रीमियम का सन्दाय करने में असफल रहता है, और पालिसी को व्यपगत हो जाने दिया जाता है तो, छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के सन्दाय में किए गए किसी व्यतिक्रम की दशा में, उन मृत सदस्यों के नाम निर्देशितियों या विधिक वारिसों को जो, यदि यह छूट न दी गई होती तो उक्त स्कीम के अन्तर्गत होते, बीमा फायदों के सन्दाय का उत्तरदायित्व नियोजक पर होगा।

12. उक्त स्थापन के सम्बन्ध में नियोजक, इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर उसके हकदार नाम निर्देशितियों/विधिक वारिसों को बीमाकृत रकम का सन्दाय तत्परता से और प्रत्येक दशा में भारतीय जीवन बीमा निगम से बीमाकृत रकम प्राप्त होने के सात दिन के भीतर सुनिश्चित करेगा।

[संख्या एस-35014/52/83-पी.एफ.-2]

S.O. 1703.—Whereas Messrs National Winder, Pishach Mochan Marg, Varanasi-221001 (UP/938), (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees Deposit-Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Uttar Pradesh, maintain such accounts and provide such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme shall be made without the prior approval of the Regional Provident Fund Commissioner, Uttar Pradesh and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the member covered under the Scheme the employer in relation to the said establishment shall ensure prompt payment of the sum assured to the nominee/legal heirs entitled for it and in any case within 7 days of the receipt of the sum assured from the Life Insurance Corporation of India.

[No. S-35014(52)/83-PF. II]

का.अ. 1704 :—मैसर्स लियो टेक्स्टाइल्स, 22/2, हादप्सर इन्डस्ट्रियल एस्टेट, पूना-13 (महाराष्ट्र/11443), (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है ;

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पृथक् अभिदाय या प्रीमियम का संदाय किए बिना ही, भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए ये फायदे उन फायदों से अधिक अनुकूल हैं जो कर्मचारी निक्षेप सहबद्ध बीमा स्कीम 1976 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुज्ञेय है ;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उप-धारा (2-क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, और इससे उपाबद्ध अनुसूची में विनिर्दिष्ट बातों के अधीन रहते हुए, उक्त स्थापन को तीन वर्ष की अवधि के लिए उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है ।

अनुसूची

1. उक्त स्थापन के संबंध में नियोजक प्रादेशिक भविष्य निधि आयुक्त महाराष्ट्र को ऐसी विवरणियां भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार समय-समय पर निर्दिष्ट करे ।

2. नियोजक, ऐसे निरीक्षण प्रभारों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर सदाय करेगा जो केन्द्रीय सरकार उक्त अधिनियम की धारा 17 की उपधारा (3क) के खंड (क) के अधीन समय-समय पर निर्दिष्ट करे ।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अन्तर्गत लेखाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का संवाय, लेखाओं का अन्तरण, निरीक्षण प्रभारों का संवाय आदि भी है, होने वाले सभी व्ययों का वहन नियोजक द्वारा किया जायेगा ।

4. नियोजक, केन्द्रीय सरकार द्वारा यथा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति, और जब कभी उनमें संशोधन किया जाए, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मुख्य बातों का अनुवाद, स्थापन के सूचना-पट्ट पर प्रदर्शित करेगा ।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो, नियोजक सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी बाबत आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को संवत्त करेगा ।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाए जाते हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समूचित रूप से वृद्धि की जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनुज्ञेय हैं ।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन सन्देश्य रकम उस रकम से कम है, जो कर्मचारी को उस दशा में सन्देश्य होती जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिस/नाम निर्देशिती को प्रतिफल के रूप में दोनों रकमों के अन्तर के बराबर रकम का सन्दाय करेगा ।

8. सामूहिक बीमा स्कीम के उपबन्धों में कोई भी संशोधन, प्रादेशिक भविष्य निधि आयुक्त, महाराष्ट्र के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहां किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो वहां, प्रादेशिक भविष्य निधि आयुक्त अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का व्यक्तिगत अवसर देगा ।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम की उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है अधीन नहीं रह जाते हैं, या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं, तो यह छूट रद्द की जा सकती है ।

10. यदि किसी कारणवश, नियोजक उस नियत तारीख के भीतर, जो भारतीय जीवन बीमा निगम नियत करे, प्रीमियम का संदाय करने में असफल रहता है, और पालिसी को व्यपगत हो जाने दिया जाता है तो, छूट रद्द की जा सकती है ।

11. नियोजक द्वारा प्रीमियम के संदाय में किए गए किसी व्यतिक्रम की दशा में, उन मृत सदस्यों के नाम निर्देशितियों या विधिक वारिसों को जो, यदि यह छूट न दी गई होती तो उक्त स्कीम के अन्तर्गत होते, बीमा फायदों के संदाय का उत्तरदायित्व नियोजक पर होगा ।

12. उक्त स्थापन के सम्बन्ध में नियोजक, इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर उसके हक्दार नाम निर्देशितियों/विधिक वारिसों को बीमाकृत रकम का संदाय तत्पश्चात् से और प्रत्येक दशा में भारतीय जीवन बीमा निगम से बीमाकृत रकम प्राप्त होने के सात दिन के भीतर प्रतिदिन करेगा ।

[संख्या एस-35014/51/83-पी. एफ.-23]

S.O. 1704.—Whereas Messrs Leo Textiles, 22/2, Hadapsar Industrial Estate, Poona-13 (MH/11443) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees Deposit-Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Maharashtra, maintain such accounts and provide such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme shall be made without the prior approval of the Regional Provident Fund Commissioner, Maharashtra and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium, the responsibility for payment of insurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the member covered under the Scheme the employer in relation to the said establishment shall ensure prompt payment of the sum assured to the nominee/legal heirs entitled for it and in any case within 7 days of the receipt of the sum assured from the Life Insurance Corporation of India.

[No. S-35014(51)/83-PF. II]

का. आ. 1705.—भारत कामर्स एण्ड इण्डस्ट्रीज लि., सूर्य किरण, 5वां खण्ड, 19 कस्तूरबा गांधी मार्ग, नई दिल्ली-1 (दिल्ली/2857), (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उप-धारा (2-क) के अधीन छूट दिए जाने के लिए आवेदन किया है ;

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पृथक् अभिदाय या प्रीमियम का संदाय किए बिना ही, भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए ये फायदे उन फायदों से अधिक अर्द्धकृत हैं जो कर्मचारी निक्षेप सहबद्ध बीमा स्कीम 1976 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुज्ञेय हैं ;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उप-धारा (2-क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, और इससे उपबन्ध अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए, उक्त स्थापन को तीन वर्ष की अवधि के लिए उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देनी है ।

अनुसूची

1. उक्त स्थापन के संबंध में नियोजक प्रादेशिक भविष्य निधि आयुक्त, दिल्ली को ऐसी विवरणियां भेजेगा और ऐसे लेखा रस्तेगा तथा निरीक्षण के लिए ऐसी सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार समय-समय पर निर्दिष्ट करे ।

2. नियोजक, ऐसे निरीक्षण प्रभारों का प्रत्येक माम की समाप्ति के 15 दिन के भीतर संदाय करेगा जो केन्द्रीय सरकार उक्त अधिनियम की धारा 17 की उपधारा (3क) के खंड (क) के अधीन समय-समय पर निर्दिष्ट करे ।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अन्तर्गत नेत्रांशों का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का संदाय, लेखाओं का अन्तरण, निरीक्षण प्रभारों का संदाय आदि भी है, होने वाले सभी व्ययों का वहन नियोजक द्वारा किया जायेगा ।

4. नियोजक, केन्द्रीय सरकार द्वारा यथा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति, और जब कभी उनमें संशोधन किया जाए, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मुख्य बातों का अन्वाद, स्थापन के सूचना-पट्ट पर प्रदर्शित करेगा ।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो, नियोजक सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी बाबत आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को भेदित करेगा ।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाए जाते हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप से वृद्धि की जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनुज्ञेय हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन सन्देश्य रकम उस रकम से कम है, जो कर्मचारी को उस दशा में सन्देश्य होती जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिवक वारिस/नाम निर्देशितों को प्रतिकर के रूप में दोनों रकमों के अन्तर के बराबर रकम का सन्दाय करेगा।

8. सामूहिक बीमा स्कीम के उपबन्धों में कोई भी संशोधन, प्रादेशिक भविष्य निधि आयुक्त, दिल्ली के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहां किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो वहां, प्रादेशिक भविष्य निधि आयुक्त अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का व्यक्तिगत अवसर देगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम की उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है अधीन नहीं रह जाते हैं, या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं, तो यह छूट रद्द की जा सकती है।

10. यदि किसी कारणवश, नियोजक उस नियत तारीख के भीतर, जो भारतीय जीवन बीमा निगम नियत करे, प्रीमियम का सन्दाय करने में असफल रहता है, और पालिसी को व्यपगत हो जाने दिया जाता है तो, छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के संवाय में किए गए किसी व्यक्तिगत दशा में, उन मृत सदस्यों के नाम निर्देशितियों या विधिवक वारिसों को जो, यदि यह छूट न दी गई होती तो उक्त स्कीम के अन्तर्गत होते, बीमा फायदों के सन्दाय का उत्तर-दायित्व नियोजक पर होगा।

12. उक्त स्थापन के सम्बन्ध में नियोजक, इस स्कीम के अधीन जाने वाले किसी सदस्य की मृत्यु होने पर उसके हकदार नाम निर्देशितियों/विधिवक वारिसों को बीमाकृत रकम का सन्दाय तत्परता से और प्रत्येक दशा में भारतीय जीवन बीमा निगम से बीमाकृत रकम प्राप्त होने के सात दिन के भीतर सुनिश्चित करेगा।

[संख्या एस.-35014/50/83-पी. एफ.-2]

S.O. 1705.—Whereas Messrs Bharat Commerce and Industries Ltd., Surya Kiran, 5th Floor, 19 Kasturba Gandhi Marg, New Delhi-1 (DL/2857) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees Deposit-Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Delhi, maintain such accounts and provide such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme shall be made without the prior approval of the Regional Provident Fund Commissioner, Delhi and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the member covered under the Scheme the employer in relation to the said establishment shall ensure prompt payment of the sum assured to the nominee/legal heirs entitled for it and in any case within 7 days of the receipt of the sum assured from the Life Insurance Corporation of India.

[No. S-35014(50)/83-PF. II]

का. अ. 1706 :—मैसर्स खेत्री कापर कॉम्प्लेक्स (हिन्दुस्तान कापर लि.) खेत्री, भुनभुन (राजस्थान/2482), (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उप-धारा (2-क) के अधीन छूट दिए जाने के लिए आवेदन किया है ;

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन को कर्मचारी, निम्नी पृथक् अभिदाय या प्रीमियम का संदाय दिए बिना ही, भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए ये फायदे उन फायदों से अधिक उत्कृष्ट हैं जो कर्मचारी निक्षेप सहबद्ध बीमा स्कीम 1976 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हीं के अधीन हैं ;

अब केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उप-धारा (2-क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, और इससे उपपन्न अनुमति में विनिर्दिष्ट शर्तों के अधीन रहते हुए, उक्त स्थापन को तीन वर्षों की अवधि के लिए उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है ।

अनुसूची

1. उक्त स्थापन के संबंध में नियोजक प्रादेशिक भविष्य निधि आयुक्त, राजस्थान को ऐसी विवरणियाँ भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएँ प्रदान करेगा जो केन्द्रीय सरकार समय-समय पर निर्दिष्ट करे ।

2. नियोजक, ऐसे निरीक्षण प्रभारों का प्रत्येक मास की समाप्ति को 15 दिन के भीतर संदाय करेगा जो केन्द्रीय सरकार उक्त अधिनियम की धारा 17 की उपधारा (3क) के खंड (क) के अधीन समय-समय पर निर्दिष्ट करे ।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसमें अन्तर्गत योजनाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का संदाय, लेखाओं का अन्तरण, निरीक्षण प्रभारों का संदाय आदि भी हैं, होने वाले सभी व्ययों का वहन नियोजक द्वारा किया जायेगा ।

4. नियोजक, केन्द्रीय सरकार द्वारा यथा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति, और जब कभी उपाय संशोधन किया जाए, तो उपाय संशोधन की प्रति तथा कर्मचारियों की अनुमति की भाषा में उसकी गहराई का अनुरोध, स्थापन के सूचना-पट्ट पर प्रदर्शित करेगा ।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित 442 GU/82-7.

क्रिया जाता है तो, नियोजक सामूहिक बीमा स्कीम के सदस्य के रूप में उपाय नाम अर्ज करेगा और उसकी बाकत आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को संवत् करेगा ।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाए जाते हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समीक्षित रूप से वृद्धि की जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक उत्कृष्ट हों, जो उक्त स्कीम के अधीन अनुज्ञेय हैं ।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन सन्देश्य रकम उस रकम से कम है, जो कर्मचारी को उस वृद्धि में सन्देश्य होती जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिकारियों/नाम निर्देशितों को प्रतिफल के रूप में दोनों रकमों के अन्तर के बराबर रकम का सन्दाय करेगा ।

8. सामूहिक बीमा स्कीम के उपबन्धों में कोई भी संशोधन, प्रादेशिक भविष्य निधि आयुक्त, दिल्ली के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहाँ किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो वहाँ, प्रादेशिक भविष्य निधि आयुक्त अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का युक्तियुक्त अवसर देगा ।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम की उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है अधीन नहीं रह जाते हैं, या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं, तो यह छूट रद्द की जा सकती है ।

10. यदि किसी कारणवश, नियोजक उस नियत तारीख के भीतर, जो भारतीय जीवन बीमा निगम नियत करे, प्रीमियम का संदाय करने में असफल रहता है, और पालिसी को व्यपगत हो जाने दिया जाता है तो, छूट रद्द की जा सकती है ।

11. नियोजक द्वारा प्रीमियम के संदाय में किए गए किसी व्ययक्रम की वृद्धि में, उन मृत सदस्यों के नाम निर्देशितियों या विधिकारियों को जो, यदि यह छूट न दी गई होती तो उक्त स्कीम के अन्तर्गत होते, बीमा फायदों के संदाय का उत्तरदायित्व नियोजक पर होगा ।

12. उक्त स्थापन के सम्बन्ध में नियोजक, इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर उसके हक्दार नाम निर्देशितियों/विधिकारियों को बीमाकृत रकम का सन्दाय तत्पश्चात् से और प्रत्येक दशा में भारतीय जीवन बीमा निगम से बीमाकृत रकम प्राप्त होने के सात दिन के भीतर सन्देश्य करेगा ।

[संख्या एस.-35014/49/83-पी. एफ.-2]

S.O. 1706.—Whereas Messrs Khetri Copper Complex (Hindustan Copper Ltd.) Khetri, Bhunbhun (RJ/2482) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the

Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees Deposit-Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Rajasthan, maintain such accounts and provide such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme shall be made without the prior approval of the Regional Provident Fund Commissioner, Rajasthan and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of

assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the member covered under the Scheme the employer in relation to the said establishment shall ensure prompt payment of the sum assured to the nominee/legal heirs entitled for it and in any case within 7 days of the receipt of the sum assured from the Life Insurance Corporation of India.

[No. S-35014(49)/83-PII, II]

का. आ. 1707 :—मैसर्स भारत कामर्स एण्ड इण्डस्ट्रीज लि., राजपूरा-140401 (पंजाब) (पंजाब/2199), (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपान्त अधिनियम, 1952 (1952 का 10) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उप-धारा (2-क) के अधीन छूट दिए जाने के लिए आवेदन किया है ;

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पृथक् अभिदाय या प्रीमियम का संदाय किए बिना ही, भारतीय जीवन बीमा निगम की सामाहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए ये फायदे उन फायदों से अधिक उत्कृष्ट हैं जो कर्मचारी निक्षेप सहज बीमा स्कीम 1976 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अर्जित हैं ;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उप-धारा (2-क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, और इससे उपान्त अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए, उक्त स्थापन को तीन वर्ष की अवधि के लिए उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है ।

अनुसूची

1. उक्त स्थापन के संबंध में नियोजक प्रादेशिक भविष्य निधि आयुक्त, पंजाब को ऐसी विवरणियां भेजेगा और ऐसे लेखा रक्षक तथा निरीक्षण के लिए ऐसी सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार समय-समय पर निर्दिष्ट करे ।

2. नियोजक, ऐसे निरीक्षण प्रभारों का प्रत्येक साल की समाप्ति के 15 दिन के भीतर संदाय करेगा जो केन्द्रीय सरकार उक्त अधिनियम की धारा 17 की उपधारा (3क) के खंड (क) के अधीन समय-समय पर निर्दिष्ट करे ।

3. सामाहिक बीमा स्कीम के प्रशासन में, जिसके अन्तर्गत लेखाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का संदाय, लेखाओं का अन्तरण, निरीक्षण प्रभारों का संदाय आदि भी है, होने वाले सभी व्ययों का वहन नियोजक द्वारा किया जायेगा ।

4. नियोजक, केन्द्रीय सरकार द्वारा गथा अनुमोदित सामाहिक बीमा स्कीम के नियमों की एक प्रति, और जब कभी उनमें संशोधन किया जाए, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मुख्य बातों का अन्ववाद, स्थापन के रचना-पट्ट पर प्रदर्शित करेगा ।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त निजी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसको स्थापन में नियोजित

क्रिया जाता है तो, नियोजक सामूहिक बीमा स्कीम के सदस्य के रूप में उनका नाम तुरन्त दर्ज करेगा और उसकी बाढ़त आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को संदत्त करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाए जाते हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समूचित रूप से वृद्धि की जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनुज्ञेय हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन सन्देश्य रकम उस रकम से कम है, जो कर्मचारी को उस दशा में सन्देश्य होती जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिस/नाम निर्देशितों को प्रतिकर के रूप में दोनों रकमों के अन्तर के बराबर रकम का सन्दाय करेगा।

8. सामूहिक बीमा स्कीम के उपबन्धों में कोई भी संशोधन, प्रादेशिक भविष्य निधि आयुक्त, पंजाब के पूर्ण अनुमोदन के बिना नहीं किया जाएगा और जहां किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो वहां, प्रादेशिक भविष्य निधि आयुक्त अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का व्यक्तिगत अवसर देगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम की उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है अधीन नहीं रह जाते हैं, या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं, तो यह छूट रद्द की जा सकती है।

10. यदि किसी कारणवश, नियोजक उस नियत तारीख के भीतर, जो भारतीय जीवन बीमा निगम नियत करे, प्रीमियम का संदाय करने में असफल रहता है, और पालिसी को व्यपगत हो जाने दिया जाता है तो, छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के संदाय में किए गए किसी व्यक्तिक्रम की दशा में, उन मृत सदस्यों के नाम निर्देशितियों या विधिक वारिसों को जो, यदि यह छूट न दी गई होती तो उक्त स्कीम के अन्तर्गत होते, बीमा फायदों के संदाय का उत्तरदायित्व नियोजक पर होगा।

12. उक्त स्थापन के सम्बन्ध में नियोजक, इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर उसके हक्कदार नाम निर्देशितियों/विधिक वारिसों को बीमादत्त रकम का संदाय तत्परता से और प्रत्येक दशा में भारतीय जीवन बीमा निगम से बीमादत्त रकम प्राप्त होने के सात दिन के भीतर नूनिश्चित करेगा।

[संख्या एस.-35014/48/83-पी. एफ.-2]

S.O. 1707.—Whereas Messrs Bharat Commerce and Industries Ltd. Rajpura-140401 (PB) (PN/2199) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life

Insurance which are more favourable to such employees than the benefits admissible under the Employees Deposit-Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Punjab, maintain such accounts and provide such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme shall be made without the prior approval of the Regional Provident Fund Commissioner, Punjab and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium the responsibility for payment of

assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the member covered under the Scheme the employer in relation to the said establishment shall ensure prompt payment of the sum assured to the nominee/legal heirs entitled for it and in any case within 7 days of the receipt of the sum assured from the Life Insurance Corporation of India.

[No. S-35014(48)/83-PF. II]

का. आ. 1708 :—मैसर्स केबल कारपोरेशन आफ इण्डिया लि. रजि. आफिस—पूना चेंबर्स, नार्थ विंग, डा. ए. बी. रोड, वाली, गम्बई-400018 (महा/4037), (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उप-धारा (2-क) के अधीन छूट दिए जाने के लिए आवेदन किया है ;

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पृथक् अभिदाय या प्रीमियम का सदाय किए बिना ही, भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए ये फायदे उन फायदों से अधिक अनुकूल हैं जो कर्मचारी निक्षेप सहबद्ध बीमा स्कीम 1976 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुज्ञेय है ;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उप-धारा (2-क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, और इससे उपाबद्ध अनुसूची में विनिर्दिष्ट शक्तों के अधीन रहते हुए, उक्त स्थापन को तीन वर्ष की अवधि के लिए उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है ।

अनुसूची

1. उक्त स्थापन के संबंध में नियोजक प्रादेशिक भविष्य निधि आयुक्त महाराष्ट्र को ऐसी विवरणियां भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार समय-समय पर निर्दिष्ट करे ।

2. नियोजक, ऐसे निरीक्षण प्रभागों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर संदाय करेगा जो केन्द्रीय सरकार उक्त अधिनियम की धारा 17 की उपधारा (3क) के खंड (क) के अधीन समय-समय पर निर्दिष्ट करे ।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अन्तर्गत लेखाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का संदाय, लेखाओं का अन्तरण, निरीक्षण प्रभागों का संदाय आदि भी है, होने वाले सभी व्ययों का वहन नियोजक द्वारा किया जायेगा ।

4. नियोजक, केन्द्रीय सरकार द्वारा यथा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति, और जब कभी उनमें संशोधन किया जाए, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मुख्य बातों का अनुवाद, स्थापन के सूचना-पट्ट पर प्रदर्शित करेगा ।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो, नियोजक सामूहिक बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी बाबत आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को रदत करेगा ।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाए जाते हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समूचित रूप से वृद्धि को जाने की व्यवस्था करेगा जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनुज्ञेय है ।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन सन्देश्य रकम उस रकम से कम है, जो कर्मचारी को उस दशा में सन्देश्य होती जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिस/नाम निर्देशितों को प्रतिकर के रूप में दोनों रकमों के अन्तर के बराबर रकम का सन्दाय करेगा ।

8. सामूहिक बीमा स्कीम के उपबन्धों में कोई भी संशोधन, प्रादेशिक भविष्य निधि आयुक्त, महाराष्ट्र के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहां किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो वहां, प्रादेशिक भविष्य निधि आयुक्त अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का व्यक्तिगत अवसर देगा ।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम की उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है अधीन नहीं रह जाते हैं, या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी शीति से कम हो जाते हैं, तो यह छूट रद्द की जा सकती है ।

10. यदि किसी कारणवश, नियोजक उस नियत तारीख के भीतर, जो भारतीय जीवन बीमा निगम नियत करे, प्रीमियम का संदाय करने में असफल रहता है, और पालिसी को व्यपगत हो जाने दिया जाता है तो, छूट रद्द की जा सकती है ।

11. नियोजक द्वारा प्रीमियम के संदाय में किए गए किसी व्ययप्रक्रम की दशा में, उन मृत सदस्यों के नाम निर्देशितियों या विधिक वारिसों को जो, यदि यह छूट न दी गई होती तो उक्त स्कीम के अन्तर्गत होते, बीमा फायदों के संदाय का उत्तरदायित्व नियोजक पर होगा ।

12. उक्त स्थापन के सम्बन्ध में नियोजक, इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर उसके हक्दार नाम निर्देशितियों/विधिक वारिसों को बीमाकृत रकम का संदाय तत्पश्चात् से और प्रत्येक दशा में भारतीय जीवन बीमा निगम से बीमाकृत रकम प्राप्त होने के सात दिन के भीतर सुनिश्चित करेगा ।

[संख्या एस.-35014/46/83-पी. एफ.-2]

S.O. 1708.—Whereas Messrs Cable Corporation of India Ltd., Regd. Office Poonam Chambers, North Wing, Dr. A. B. Road, Worli, Bombay-400018 (MH/4037) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees Deposit-Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Maharashtra, maintain such accounts and provide such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme shall be made without the prior approval of the Regional Provident Fund Commissioner, Maharashtra and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life

Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium, the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the member covered under the Scheme the employer in relation to the said establishment shall ensure prompt payment of the sum assured to the nominee/legal heirs entitled for it and in any case within 7 days of the receipt of the sum assured from the Life Insurance Corporation of India.

[No. S-35014(46)/83-PF. II]

का. आ. 1708 :—मैसर्स हिन्द लैम्प लिमिटेड शिकोहाबाद 205141 (उ. प्र./105), (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उप-धारा (2-क) के अधीन छूट दिए जाने के लिए आवेदन किया है ;

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, किसी पृथक् अभिवाय या प्रीमियम का संदाय किए बिना ही, भारतीय जीवन बीमा निगम की सामूहिक बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदे उठा रहे हैं और ऐसे कर्मचारियों के लिए ये फायदे उन फायदों से अधिक अनुकूल हैं जो कर्मचारी निक्षेप सहबद्ध बीमा स्कीम 1976 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुजय है ;

अतः केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उप-धारा (2-क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, और इससे उपबद्ध अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए, उक्त स्थापन को तीन वर्ष की अवधि के लिए उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है ।

अनुसूची

1. उक्त स्थापन के संबंध में नियोजक प्रादेशिक भविष्य निधि आयुक्त महाराष्ट्र को ऐसी विवरणियां भेजेगा और ऐसे लेखा रखेगा तथा निरीक्षण के लिए ऐसी सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार समय-समय पर निर्दिष्ट करे ।

2. नियोजक, ऐसे निरीक्षण प्रभारों का प्रत्येक मास की समाप्ति के 15 दिन के भीतर संदाय करेगा जो केन्द्रीय सरकार उक्त अधिनियम की धारा 17 की उपधारा (3क) के खंड (क) के अधीन समय-समय पर निर्दिष्ट करे ।

3. सामूहिक बीमा स्कीम के प्रशासन में, जिसके अन्तर्गत लेखाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का संदाय, लेखाओं का अन्तरण, निरीक्षण प्रभारों का संदाय आदि भी है, होने वाले सभी व्ययों का वहन नियोजक द्वारा किया जायेगा ।

4. नियोजक, केन्द्रीय सरकार द्वारा यथा अनुमोदित सामूहिक बीमा स्कीम के नियमों की एक प्रति, और जब कभी उनमें संशोधन किया जाए, तब उस संशोधन की प्रति तथा कर्मचारियों

की बहुसंख्या की भाषा में उसकी मुख्य बातों का अनुवाद, स्थापन के सूचना-पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले ही सदस्य है, उसके स्थापन में नियोजित किया जाता है तो, नियोजक सामूहिक बीमा स्कीम के सदस्य के रूप में उनका नाम तुरन्त दर्ज करेगा और उसकी बाबत आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को संदाय करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाए जाते हैं तो, नियोजक सामूहिक बीमा स्कीम के अधीन कर्मचारियों को उपलब्ध फायदों में समुचित रूप से वृद्धि की जाने की व्यवस्था करेगा, जिससे कि कर्मचारियों के लिए सामूहिक बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अग्रगण्य हों, जो उक्त स्कीम के अधीन अगुजरे हैं।

7. सामूहिक बीमा स्कीम में किसी बात के होते हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन सन्देश्य रकम उस रकम से कम है, जो कर्मचारी को उस दशा में सन्देश्य होती जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिस/नाम निर्देशितों को प्रातिकर के रूप में दोनों रकमों के अन्तर के बराबर रकम का सन्दाय करेगा।

8. सामूहिक बीमा स्कीम के उपबन्धों में कोई भी संशोधन, प्रादेशिक भविष्य निधि आयुक्त, उत्तर प्रदेश के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहाँ किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो वहाँ, प्रादेशिक भविष्य निधि आयुक्त अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का व्यक्तिगत अवसर देगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम की उस सामूहिक बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है अधीन नहीं रह जाते हैं, या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं, तो यह छूट रद्द की जा सकती है।

10. यदि किसी कारणवश, नियोजक उस नियत तारीख के भीतर, जो भारतीय जीवन बीमा निगम नियत करे, प्रीमियम का संदाय करने में असफल रहता है, और पालिसी को व्यपगत हो जाने दिया जाता है तो, छूट रद्द की जा सकती है।

11. नियोजक द्वारा प्रीमियम के संदाय में किए गए किसी व्यतिथ्रम की दशा में, उन मृत सदस्यों के नाम निर्देशितियों या विधिक वारिसों को जो, यदि यह छूट न दी गई होती तो उक्त स्कीम के अन्तर्गत होते, बीमा फायदों के संदाय का उत्तरदायित्व नियोजक पर होगा।

12. उक्त स्थापन के सम्बन्ध में नियोजक, इस स्कीम के अधीन आने वाले किसी सदस्य की मृत्यु होने पर उसके हकदार नाम निर्देशितियों/विधिक वारिसों को बीमाकृत रकम का संदाय तत्पश्चात् से और प्रत्येक दशा में भारतीय जीवन बीमा निगम से बीमाकृत रकम प्राप्त होने के सात दिन के भीतर सुनिश्चित करेगा।

[संख्या एस.-35014/45/83-पी. एफ.-2]

S.O. 1709.—Whereas Messrs Hind Lamps Limited, Shikhabad-205141 (UP 105) (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of section 17 of the Employees' Provident Funds and

Miscellaneous Provisions Act (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees Deposit-Linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now therefore in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts the said establishment from the operation of all the provisions of the said Scheme for a period of three years.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Uttar Pradesh, maintain such accounts and provide such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts, submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges etc. shall be borne by the employer.

4. The employer shall display on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof in the language of the majority of the employees.

5. Whereas an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this scheme be less than the amount that would be payable had employee been covered under the said Scheme the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme shall be made without the prior approval of the Regional Provident Fund Commissioner, Uttar Pradesh and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the said establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the said establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium etc. within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any made by the employer in payment of premium, the responsibility for payment of assurance benefits to the nominees or the legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, shall be that of the employer.

12. Upon the death of the member covered under the Scheme the employer in relation to the said establishment shall ensure prompt payment of the sum assured to the nominee/legal heirs entitled for it and in any case within 7 days of the receipt of the sum assured from the Life Insurance Corporation of India.

[No. S-35014(45)/83-PF. II]

श्री० आ० 1710.—बर्महारी राज्य बीमा अधिनियम, 1948 (1948 का 34) की धारा 1 की उपधारा (3) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा 13 मार्च, 1983 को उस सारिख के रूप में नियत करती है, जिसका उक्त अधिनियम के अध्याय 4 (धारा 44 और 45 के बिना जो पहले ही प्रवृत्त की जा चुकी है) और अध्याय 5 और 6 (धारा 76 की उपधारा (1) और धारा 77, 78, 79 और 81 के बिना जो पहले ही प्रवृत्त की जा चुकी है) के उपबन्ध ममिलनाडु राज्य के निम्नलिखित क्षेत्र में प्रवृत्त होंगे, अर्थात् —

“रामनद जिले में मनामदुरै तालूक में राजस्व ग्राम त्रिमम मनामदुराई कनापुरावु, (कल्पिरावु) किरुंगाकोटाई, (किरुंगाकोटाई), राजाकम्बुलाम उवक्कुलम के अन्तर्गत आने वाले क्षेत्र शामिल हैं।”

[संख्या एम-38013/4/83-एच आई]

S.O. 1710.—In exercise of the powers conferred by sub-section (3) of section 1 of the Employers' State Insurance Act, 1948 (34 of 1948), the Central Government hereby appoints the 13th day of March, 1983 as the date on which the provisions of Chapter IV (except sections 44 and 45 which have already been brought into force) and Chapters V and VI (except sub-section (1) of section 76 and sections 77, 78, 79 and 81 which have already been brought into force) of the said Act shall come into force in the following areas in the State of Tamil Nadu, namely :—

“The area comprising the Revenue villages Manamadurai Kalapuravu (Kalpuravu) Kirungakottai, (Kirungakottai), Rajakamburam, Udaikulam in Manamadurai Taluk in Ramnad District.”

[No. S-38013/4/83-HI]

श्री० आ० 1711.—केन्द्रीय सरकार, प्रभूति प्रमुखता अधिनियम, 1961 (1961 का 53) की धारा 14 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए नीचे दी गई शक्तियों के अन्तर्गत (2) में विनिर्दिष्ट क्षेत्रों में प्रथम कल्याण संगठन अधिकारियों को, उक्त शक्तियों के अन्तर्गत (3) में उनके सामने विनिर्दिष्ट अधिकारिता की स्थानीय सीमाओं के अन्तर्गत उक्त अधिनियम के प्रयोजन के लिए निरीक्षक नियुक्त करती है —

सरणी

प्रथम संख्या अधिनियमों का पदविधान		अधिकारिता की स्थानीय सीमाएं
1	2	3
1 कल्याण प्रशासक, सहायक कल्याण प्रशासक, कल्याण निरीक्षक।	बिहार राज्य में अरिया और मुंगगा कोयला क्षेत्र।	

2	3
2. कल्याण प्रशासक, सहायक कल्याण प्रशासक, कल्याण निरीक्षक।	बिहार राज्य में हजारी बाग कोयला-क्षेत्र।
3. कल्याण प्रशासक, सहायक कल्याण प्रशासक, कल्याण निरीक्षक।	पश्चिम बंगाल राज्य में रानीगंज कोयला-क्षेत्र।
4. कल्याण प्रशासक, सहायक कल्याण प्रशासक, कल्याण निरीक्षक।	मध्य प्रदेश राज्य में विन्ध्या प्रदेश कोयला-क्षेत्र।
5. कल्याण प्रशासक, सहायक कल्याण प्रशासक, कल्याण निरीक्षक।	मध्य प्रदेश राज्य में मध्य प्रदेश कोयला-क्षेत्र।
6. कल्याण प्रशासक, सहायक कल्याण प्रशासक, कल्याण निरीक्षक।	आन्ध्र प्रदेश राज्य।
7. कल्याण प्रशासक, सहायक कल्याण प्रशासक, और कल्याण निरीक्षक।	उड़ीसा राज्य।
8. मेनेरिया अधिकारी, कल्याण निरीक्षक।	असम राज्य।

[संख्या एस 36013/1/81-एच आई]

S.O. 1711. In exercise of the powers conferred by section 14 of the Ministry Benefit Act, 1961 (53 of 1961), the Central Government hereby appoints the officers of the Coal Mines Labour Welfare Organisation specified in column (2) of the table below as Inspectors for the purpose of the said Act within the Local Limits of Jurisdiction specified against each of them in column (3) of the said table :

TABLE

Sl. No.	Designation Officer	Local Limits of Jurisdiction
1	2	3
1.	Welfare Administrator, Assistant Welfare Administrator, Welfare Inspector.	Jharkhand & Mugma Coalfield in the State of Bihar.
2.	Welfare Administrator, Assistant Welfare Administrator, Welfare Inspectors.	Hazaribagh Coalfield in the State of Bihar.
3.	Welfare Administrator, Assistant Welfare Administrator, Welfare Inspector.	Raniganj Coalfield in the State of West Bengal.
4.	Welfare Administrator, Asstt. Welfare Administrator, Welfare Inspector.	Vindhya Pradesh Coalfield in the State of Madhya Pradesh.
5.	Welfare Administrator, Asstt. Welfare Administrator, Welfare Inspector.	Madhya Pradesh Coalfield in the State of Madhya Pradesh.
6.	Welfare Administrator, Asstt. Welfare Administrator, Welfare Inspector.	State of Andhra Pradesh.
7.	Welfare Administrator, Asstt. Welfare Administrator and Welfare Inspector.	State of Orissa.
8.	Ministerial Officer, Welfare Inspector.	State of Assam.

[No. S-36013/1/81-HI]

क्रा० आ० 1712.—कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) की धारा 36 के अनुसरण में, कर्मचारी राज्य बीमा निगम के वर्ष 1981-82 सम्बन्धी परीक्षित लेखों तथा उनके सम्बन्ध में लेखा परीक्षा रिपोर्ट आम सूचना के लिए प्रकाशित की जाती है।

(यहाँ 1981-82 वर्ष सम्बन्धी परीक्षित लेखों तथा उनके सम्बन्ध में लेखा परीक्षक की रिपोर्ट सम्मिलित करें)

[संख्या जी-20017/1/83-एच० आई०]

ए० के० भट्टारай, अवर सचिव

S.O. 1712.—In pursuance of section 36 of the Employees' State Insurance Act, 1948 (34 of 1948), the audited accounts of the Employees' State Insurance Corporation, together with audit report thereon, for the year, 1981-82, are hereby published for general information.

(Here set out the audited accounts together with auditor's report thereon for the year 1981-82).

[No. C-20017/1/83-HI]

A. K. BHATTARAI, Under Secy.

संचार मंत्रालय

(डाक तार बोर्ड)

नई दिल्ली, 21 मार्च, 1983

क्रा. आ. 1713.—स्थायी आदेश सं. 627, दिनांक 8 मार्च, 1960 द्वारा लागू किये गये भारतीय तार नियम, 1951 के नियम

434 के खण्ड 3 के पैरा (क) के अनुसार डाक-तार महानिदेशक ने रैलाचैरुवु/यदिकि/नरपाली/गुगुध/गौरिन्टल/बानाबोलू टेली-फोन केन्द्र में दिनांक 1-4-1983 से प्रमाणित दर प्रणाली लागू करने का निर्णय किया है।

[संख्या 5-8/83-पीएचबी]

आर. सी. कटारिया, सहायक महानिदेशक

(पी. एच. बी.)

MINISTRY OF COMMUNICATIONS

(P&T Board)

New Delhi, the 21st March, 1983

S.O. 1713.—In pursuance of para (a) of Section III of Rule 434 of Indian Telegraph Rules, 1951, as introduced by S.O. No. 627 dated 8th March, 1960, the Director General, Posts and Telegraphs, hereby specified 1-4-1983 as the date on which the Measured Rate System will be introduced in Rayalacheruvu/Yadiki/Narpala/Gugudu/Gorantla/Vanavolu Telephone Exchanges Andhra Pradesh Circle.

[No. 5-8/83-PHB]

R. C. KATARIA, Assistant Director General (PHB)